



GSA National Capital Region

JUN 07 2010

(b) (6)

Vornado/Charles E. Smith
2345 Crystal Drive
Suite 1000
Arlington, VA 22202

Re: Freedom of Information (FOIA) Request No. 168152

(b) (6)

This letter is in response to your Freedom of Information Act (FOIA) request, dated May 5, 2010, in which you requested "the new USAID lease at Two Potomac Yards (2733 S. Crystal Drive, Arlington, VA 22202) for approximately 85,000 rsf that was just signed."

Enclosed is a copy of the requested information. However, the agency currently occupying the space at 2733 S. Crystal Drive, Arlington, VA, is the Environmental Protection Agency not USAID. Certain information such as the Lessor's Tax Identification Number, DUNS Number and Annual Cost Statement (Form 1217), has been withheld pursuant to 5 U.S.C. § 552 (b)(4), as this is commercial or financial information that is privileged or confidential.

As discussed in your conversation with Carla Jones, FOIA Coordinator, on May 26, 2010, you agreed that the following attachments are not needed and therefore not included in the attached lease:

Attachment B - Exhibit B - Boma Global Summary of Areas
Attachment C - Exhibit C - Construction Schedule
Attachment E - Level 4 Lease Security Operating Standards; Lessor's Security Plan; and Facility Information Security Survey
Attachment F - Special Requirements (SFO Paragraph 9.4)
Attachment G - Exhibit G - Fire and Life Safety Evaluation
Attachment L - Small Business Subcontracting Plan

If you decide that you would like copies of the above attachments, please notify Carla Jones, FOIA Coordinator, at 202-619-6200 or by e-mail at carla.jones@gsa.gov, and she will provide you with the information you need.

This constitutes a partial denial under FOIA. You may appeal this decision to the General Services Administration no later than one hundred and twenty (120) days from receipt of this decision by writing to the following address:

Freedom of Information Officer (ACMC)
General Services Administration
18th & F Streets, NW
Room 6001
Washington, DC 20405

Your appeal must be in writing and should summarize your rationale as to why the complete documentation should be released. Enclose copies of your initial request and this denial. Both the appeal letter and the envelope should be marked prominently, "Freedom of Information Act Appeal."

This completes the action on your request. Should you have any questions, please do not hesitate to contact Carla Jones, FOIA Coordinator, at (202) 619-6200.

Sincerely,

A handwritten signature in black ink, appearing to read 'Bart Bush', is written over a horizontal line.

Bart Bush
Regional Commissioner
Public Buildings Service

Enclosure

U.S. GOVERNMENT
LEASE FOR REAL PROPERTY

DATE OF LEASE MAY 06 2004

LEASE GS-11B-01719

THIS LEASE, is made and entered into this date between
whose address is

Crescent Potomac Yard Development, LLC
2805 S. Crystal Drive
Arlington, VA 22202

and whose interest in the property hereinafter described is that of owner, hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government.

WITNESSETH: The parties hereto for the consideration hereinafter mentioned, covenant and agree as follows:

1. The Lessor hereby leases to the Government the following described premises:

A total of approximately 95,938 BOMA rentable square feet (RSF), such rentable space yielding approximately 85,000 ANSI/BOMA office area (USF), of office and related space in the building commercially known as Two Potomac Yard located at 2733 Crystal Drive, Arlington, Virginia 22202, to be used for such office and related purposes as is determined by the Government. The leased space is further defined as follows:

Floor	BOMA Rentable Area	ANSI/BOMA Office Area
Fourth (full floor)	32,288	28,588
Fifth (full floor)	32,539	28,839
Sixth (partial)	31,111	27,573
Totals	95,938	85,000

2. TO HAVE AND TO HOLD the said premises with their appurtenances for a TEN (10) YEAR FIRM TERM and commencing pursuant to Paragraph "6.1." of this SF2, subject to termination and renewal rights as may be hereinafter set forth.

3. The Government shall pay the Lessor annual rent of \$3,140,750.00 at the rate of \$261,729.17 per month in arrears (\$36.95 per USF / \$32.73729 per RSF). The Government shall receive six (6) months free from rent including all base rent, amortization of tenant improvements, and operating expenses. Free rent shall be taken the six (6) months immediately following the rent commencement date for all space under the lease. Rent shall be in addition to Operating Expense Adjustments and Tax Adjustments accruing during the term of the Lease as provided in this SF2 and the attached Solicitation for Offers. Rent checks shall be made payable to: Crescent Potomac Yard Development, LLC, 2805 S. Crystal Drive, Arlington, VA 22202.

4. The Government may partially terminate this lease up to approximately BOUSF, located on the _____ floor of the building, following the end of the _____ year of the lease term. The Government shall give the Lessor at least 270 days prior notice in writing, and no rental shall accrue after the effective date of such termination. Said notice shall be computed commencing with the day after the date of mailing.

5. This lease may be renewed at the option of the Government, for the following terms and at the following rentals: Such option shall become effective provided notice be given in writing to the Lessor at least _____ days before the end of the original lease term; all other terms and conditions of this lease shall remain the same during any renewal term. Said notice shall be computed commencing with the day after the date of mailing.

LESSOR DMC GOV'T JP

6. The Lessor shall furnish to the Government as part of the rental consideration, the following:

A. All services, utilities, alterations, repairs, maintenance, as well as any other rights and privileges stipulated by this Lease and its Attachments to be included as a component of the rental consideration.

B. The Lessor shall provide to the Government a Tenant Improvement Allowance in the amount of \$41.49 per USF. The entire \$41.49 per USF of said Tenant Improvement Allowance shall be available in full immediately upon execution of this Lease, but shall be held by the Lessor until directed by the Government on how the disbursement of funds shall occur. The Government shall have the full latitude to direct disbursement of funds in any manner associated with any Government-expense connected with this Lease, including but not limited to the funding of: tenant design and improvements; additional Lessor-provided services; services provided by third-party consultants or technical advisors; and/or to offset the Government's rental obligation to the Lessor. This Tenant Improvement Allowance is included in the rent. The Tenant Improvement Allowance has been amortized at a rate of 7.00% over the ten (10) year firm Lease term. The total amount of the Tenant Improvement Allowance is \$3,526,650.00. The Government may use the Tenant Improvement Allowance anytime during the term of this Lease. A mutually agreed upon Supplemental Lease Agreement will be executed that illustrates the utilization of the Tenant Improvement Allowance and a rent credit, if any.

The actual cost of any tenant improvements directed by the Government will be determined by the competition and cost proposal process as set forth in Paragraph 3.15 "Construction Schedule of Tenant Improvements" Sub-paragraph "F. Bidding Process", with the understanding that bidding shall take place at the subcontractor level. All architectural and engineering fees for tenant improvements directed by the Government shall be paid using the Tenant Improvement Allowance. Architectural and engineering fees are determined to be 5.00% of the tenant improvement costs. Lessor's fees of 3.00% shall be added for management and coordination.

C. It is agreed that the general contractor's total fees for overhead and profit for the initial improvements and change orders directed by the Government shall be 3.50%, general conditions shall be 3.50%, and the Lessor's total construction management fees shall be 3.00%. The total fees shall not exceed 10%, being calculated on an additive basis. The Lessor or General Contractor shall add any required regulatory fees and permit expenses at cost without any markup. All of these fees will be paid for out of the Tenant Improvement Allowance.

D. Pursuant to Paragraph 1.13 "Broker Commission," the Lessor shall be responsible for paying all brokerage commissions due in connection with the consummation of this Lease. A commission in the amount of 2.00% of the gross aggregate value of the annual rental payments adjusted for six (6) months of free rent due under this Lease, being approximately \$596,742.50. The commission shall be paid by the Lessor to Spaulding and Slye LLC ("S&S") who has acted as the Government's broker in connection with this transaction. The foregoing commission amount shall be paid 50% upon full and complete execution of the Lease and 50% upon full acceptance, occupancy and commencement under the Lease.

E. Pursuant to Paragraph 3.3 "Tax Adjustment", the Government's percentage of occupancy within the subject building for the purpose of calculating future Tax Adjustments as provided by the Lease shall be 31.74%, based on the total building square footage of 302,226 RSF.

F. Pursuant to Paragraph 3.6 "Operating Costs Base", the Operating Cost Base for purpose of calculating future Operating Cost Adjustments as provided by the Lease and its Attachments shall be a total of (b) (4) per annum or (b) (4). Daytime cleaning may be required for portions of this space, pursuant to paragraph 7.6(a) "Janitorial Services". If the Government requires such services, the additional cost for daytime cleaning is \$0.40 per USF per annum and the Government shall pay such amount as additional rent and the Operating Cost Base shall also be increased by such amount for purposes of calculating future Operating Cost Adjustments as provided by this Lease.

G. Pursuant to Paragraph 3.9 "Common Area Factor", the Add-On Factor is determined to be 1.1287, calculated:
$$\frac{95,938 \text{ RSF} - 85,000 \text{ USF}}{85,000 \text{ USF}}$$

H. Pursuant to Paragraph 3.12 "Adjustment for Vacant Premises" the Adjustment for Vacant Premises as defined by the Lease and its Attachments shall be \$3.28 per RSF. An Adjustment for Vacant Premises shall only be applicable to space completely vacated by the Government and for which the Lessor is no longer required to provide maintenance and operating services.

I. The Leased premises shall be constructed consistent with the design and construction schedule and information in the schedule set forth in Exhibit C. The start date for the initial construction task shall commence upon the full mutual execution of this Lease. The rent and lease commencement date shall be determined per the Lease.

LESSOR DMC GOVT [Signature]

J. Pursuant to Paragraph 7.3 "Overtime Usage", the base rate for overtime HVAC service to the premises governed by this Lease for additional hours beyond the Normal Hour Schedule shall be negotiated on a fair and reasonable basis upon completion of construction of the building. The Lessor shall provide a full equipment list for the Government's review to determine the final overtime rate. Notwithstanding the hours of HVAC service, the Government shall have the right to occupy and use the subject-leased premises at any time on any day throughout the lease term. Such use/occupancy may include, but shall not be limited to, full access to the premises and appurtenant areas as well as the use of business machinery within the premises.

K. After full completion of construction, the Lessor shall provide Attachment #4, Fire and Life Safety Evaluation.

L. The Lessor's Building Security Plan, Attachment #2 Facility Information Security Survey, and the Lessor's Response to the Level IV Lease Security Operating Standards are set forth in Exhibit E of this Lease. It is the Lessor's intention and obligation to provide the security upgrades identified in the Lessor's Building Security Plan and Response to the Level IV Lease Security Operating Standards. The Government has reviewed the Lessor's Building Security Plan and Response to the Level IV Lease Security Operating Standards, and has accepted the offered upgrades as meeting the Lessor's minimum obligation regarding the Level IV Lease Security Operating Standards required by this Lease, including the security requirements of Section 7.10 of the SFO, as amended. The Government acknowledges that the blast/security setback requirements set forth in Attachment #2 of the Level IV Lease Security Operating Standards contain various levels of Blast Load and Glazing Performance criteria that may be beyond the scope of the building's offered design conditions. In the event that the Government desires to provide additional security upgrades to meet any such criteria, such upgrades shall be at the Government's expense in accordance with Section 7.10.E of the SFO, as amended.

M. In the case of discrepancies between this SF2 and the SFO and the attachments, this SF2 shall govern.

7. The following are attached and made a part hereof:

- A. Exhibit A - Floor plans - 3 Pages and Site plan - 1 Page
- B. Exhibit B - BOMA Global Summary of Areas
- C. Exhibit C - Construction Schedule
- D. Exhibit D - LEED Scorecard for Two Potomac Yard ✓
- E. Exhibit E - Level 4 Lease Security Operating Standards; Lessor's Security Plan; and Attachment #2 (Facility Information Security Survey) - 24 Pages
- F. Exhibit F - Special Requirements (SFO Paragraph 9.4) - 8 Pages
- G. Exhibit G - Fire and Life Safety Evaluation - To be provided upon completion of building construction
- H. Solicitation for Offers #03-028 (revised to include Amendments 1 & 2) - 54 Pages ✓
- I. GSA Form 1217 "Lessor's Annual Cost Statement" - 1 Page ✓
- J. GSA Form 3517B - 28 Pages ✓
- K. GSA Form 3518 - 5 Pages ✓
- L. Small Business Subcontracting Plan - 6 Pages
- M. Davis Bacon Wage Rate Determination (June 13, 2003) - 4 pages
- N. Rider to Lease No. GS-11B-01719 ✓

8. The following changes were made in this lease prior to its execution:

Paragraphs 4 and 5 have been deleted in its entirety.

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names as of the date first above written.

LESSOR: Crescent Potomac Yard Development, LLC

(b) (6)

BY

BY

President

IN PRE

(b) (6)

OF

ADDRESS

2805 S. CRYSTAL DR.
ARLINGTON, VA 22202

UNITED STATES OF AMERICA

(b) (6)

BY

DARYL N. JACKSON - CONTRACTING OFFICER

LESSOR DLK GOVT [Signature]

NOVATION AGREEMENT

GSA LEASE NO. GS-11B-01719

CRESCENT POTOMAC YARD DEVELOPMENT, LLC, (Transferor), a limited liability company duly organized and existing under the laws of the State of Delaware with its principal office located in Arlington, Virginia; **POTOMAC YARD HOLDING COMPANY, LLC** (Transferee), a limited liability company duly organized and existing under the laws of the State of Delaware with its principal office located in Charlotte, North Carolina; and the United States of America, acting by and through the Administrator of General Services (Government), enter into this Novation Agreement as of June 18, 2005.

(a) THE PARTIES HEREBY AGREE TO THE FOLLOWING FACTS:

(1) The Government, represented by various Contracting Officers of the U.S. General Services Administration, has entered into that certain lease contract with the Transferor, namely: GSA Lease No. GS-11B-01719, as amended. The term "lease contract," as used in this Agreement, means the above named lease and any purchase orders thereunder, including any modifications made between the Government and the Transferor before the effective date of this Agreement (whether or not performance and payment have been completed and releases executed if the Government or the Transferor has any remaining rights, duties, or obligations under this lease). Included in the term "the lease contract" are also any and all modifications made under the terms and conditions of this lease and any purchase orders thereunder between the Government and the Transferee, on or after the effective date of this Agreement.

(2) As of June 18, 2005, the Transferor has transferred to the Transferee all of the land, improvements, and other property necessary for performance of Transferor's obligations under the lease by virtue of a transfer of assets as a contribution to the capital of the Transferee.

(3) The Transferee has acquired all of such assets of the Transferor in the above-referenced lease contract by virtue of the above transfer.

(4) The Transferee has assumed all obligations and liabilities of the Transferor under the lease contract by virtue of the above transfer.

(5) The Transferee is in a position to fully perform all obligations that may exist under the lease contract.

(6) It is consistent with the Government's interest to recognize the Transferee as the successor party to the lease contract.

(7) Evidence of the above transfer has been filed with the Government.

NOVATION AGREEMENT

GS-11B-01719

Page 2 of 4

(b) IN CONSIDERATION OF THESE FACTS, THE PARTIES HEREBY AGREE THAT BY THIS AGREEMENT:

(1) The Transferor confirms the transfer to the Transferee, and waives any claims and rights against the Government that it now has or may have in the future in connection with the lease contract.

(2) The Transferee agrees to be bound by and to perform each lease contract in accordance with the terms and conditions contained in the lease contract. The Transferee also assumes all obligations and liabilities of, and all claims against, the Transferor under the lease contract as if the Transferee were the original party to the lease contract.

(3) The Transferee ratifies all previous actions taken by the Transferor with respect to the lease contract, with the same force and effect as if the action had been taken by the Transferee.

(4) The Government recognizes the Transferee as the Transferor's successor in interest in and to the lease contract. The Transferee by this Agreement becomes entitled to all rights, titles, and interests of the Transferor in and to the lease contract as if the Transferee were the original party to the lease contract. Following the effective date of this Agreement, the term "Contractor" or "Lessor" as used in the lease contract, shall refer to the Transferee.

(5) Except as expressly provided in this Agreement, nothing in it shall be construed as a waiver of any rights of the Government against the Transferor.

(6) All payments and reimbursements previously made by the Government to the Transferor, and all other previous actions taken by the Government under the lease contract, shall be considered to have discharged those parts of the Government's obligations under the lease contract. All payments and reimbursements made by the Government after the date of this Agreement in the name of or to the Transferor shall have the same force and effect as if made to the Transferee, and shall constitute a complete discharge of the Government's obligations under the lease contract, to the extent of the amounts paid or reimbursed.

(7) The Transferor and the Transferee agree that the Government is not obligated to pay or reimburse either of them for, or otherwise give effect to, any costs, taxes, or other expenses, or any related increases, directly or indirectly arising out of or resulting from the above-described transfer or this Agreement, other than those that the Government in the absence of this transfer or Agreement would have been obligated to pay or reimburse under the terms of the lease contract.

(8) The lease contract shall remain in full force and effect, except as modified by this Agreement.

Each party has executed this Agreement as of the day and year written below.

[Signatures follow on next page]

UNITED STATES OF AMERICA:

(b) (6)
By _____
Name: Daryl A. Jackson
Title: Contracting Officer

Date Signed: 11/10/05

CRESCENT POTOMAC YARD DEVELOPMENT, LLC (TRANSFEROR)
Tax ID No. 57-0443582

(b) (6)
By _____
Name: Daniel B. Kohlhepp
Title: President

Date Signed: October 20, 2005

POTOMAC YARD HOLDING COMPANY, LLC (TRANSFeree)
Tax ID No. (b) (4)

(b) (6)
By _____
Name: Daniel B. Kohlhepp
Title: President

Date Signed: October 20, 2005

CERTIFICATE

I, Henry C. Lomax, Jr., certify that I am the Secretary of Crescent Potomac Yard Development, LLC; that Daniel B. Kohlhepp, who signed this Agreement for the company, was then President of this company; and that this Agreement was duly signed for and on behalf of this company by authority of its governing body and within the scope of its company powers.

Witness my hand this 24 day of October, 2005.

(b) (6)

By: _____

Henry C. Lomax, Jr.

CERTIFICATE

I, Henry C. Lomax, Jr., certify that I am the Secretary of Potomac Yard Holding Company LLC; that Daniel B. Kohlhepp, who signed this Agreement for the company, was then President of this company; and that this Agreement was duly signed for and on behalf of this company by authority of its governing body and within the scope of its company powers.

Witness my hand this 24 day of October, 2005.

(b) (6)

By: _____

Henry C. Lomax, Jr.

LBBD Scorecard for New Construction with BPA Preferred and Interest Credits

Credit #	Points	Credit	Preference	Interest
Sustainable Sites (14 Possible Points)				
SS-P-1	Req'd	Erosion & Sedimentation Control		
SS-C-1	1	Site Selection		
SS-C-2	1	Urban Redevelopment		
SS-C-3	1	Brownfield Redevelopment		
SS-C-4.1	1	Alternative Transportation (Public Transportation Access)		
SS-C-4.2	1	Alternative Transportation (Bicycle Storage, Changing Rm)		
SS-C-4.3	1	Alternative Transportation (Alternative Fuel Vehicles)		
SS-C-4.4	1	Alternative Transportation (Parking Capacity)		
SS-C-5.1	1	Reduced Site Disturbance (Protect or Restore open space)		
SS-C-5.2	1	Reduced Site Disturbance (Development footprint)		
SS-C-6.1	1	Stormwater Management (Rate & Quantity)		
SS-C-6.2	1	Stormwater Management (Treatment)		
SS-C-7.1	1	Heat Island Effect (Roof)		
SS-C-7.2	1	Heat Island Effect (Pavement)		
SS-C-8	1	Light Pollution Reduction		
Subtotal			5	5
Water Efficiency (5 Possible Points)				
WE-C-1.1	1	Water Efficient Landscaping (Reduce by 60%)		
WE-C-1.2	1	Water Efficient Landscaping (No Potable use or no irrigation)		
WE-C-2	1	Innovative Wastewater Technologies		
WE-C-3.1	1	Water Use Reduction (20% Reduction)		
WE-C-3.2	1	Water Use Reduction (30% Reduction)		
Subtotal			1	1
Energy & Atmosphere (17 Possible Points)				
EAP-1	Req'd	Fundamental Building Systems Commissioning		
EAP-2	Req'd	Minimum Energy Performance		
EAP-3	Req'd	GFC Reduction in HVAC&R Equipment		
EAC-1	2 - 10	Optimize Energy Performance (20% new, 10% existing)		
		Optimize Energy Performance (30% new, 20% existing)		
EAC-2.1	1	Renewable Energy (5%)		
EAC-2.2	1	Renewable Energy (10%)		
EAC-2.3	1	Renewable Energy (20%)		
EAC-3	1	Additional Commissioning		
EAC-4	1	Ozone Depletion		
EAC-5	1	Measurement & Verification		
EAC-6	1	Green Power		
Subtotal			7	7

LEED Ratings: Certified: 28 - 32 points
Silver: 33 - 38 points
Gold: 39 - 51 points
Platinum: 52+ points

Credit #	Points	Credit	Preference	Interest
Materials & Resources (13 Possible Points)				
MR-P-1	Req'd	Storage & Collection of Recyclables		
MR-C-1.1	1	Building Reuse (Maintain 75% of Existing Shell)		
MR-C-1.2	1	Building Reuse (Maintain 100% of Existing Shell)		
MR-C-1.3	1	Building Reuse (Maintain 100% Shell, 50% Non-shell)		
MR-C-2.1	1	Construction Waste Management (Direct 50%)		
MR-C-2.2	1	Construction Waste Management (Direct 75%)		
MR-C-3.1	1	Resource Reuse (Specify 5%)		
MR-C-3.2	1	Resource Reuse (Specify 10%)		
MR-C-4.1	1	Recycled Content (Specify 5% (p.a. + 1/2 p.l.))		
MR-C-4.2	1	Recycled Content (Specify 10% (p.a. + 1/2 p.l.))		
MR-C-5.1	1	Local/Regional Materials (20% Manufactured Locally)		
MR-C-5.2	1	Local/Regional Materials (20% in MRs 1, 50% Manufactured Locally)		
MR-C-6	1	Rapidly Renewable Materials		
MR-C-7	1	Certified Wood		
Subtotal			3	4
Indoor Environmental Quality (15 Possible Points)				
EQ-P-1	Req'd	Minimum IAQ Performance		
EQ-P-2	Req'd	Environmental Tobacco Smoke (ETS) Control		
EQ-C-1	1	Carbon Dioxide (CO ₂) Monitoring		
EQ-C-2	1	Ventilation Effectiveness		
EQ-C-3.1	1	Construction IAQ Management Plan (During Construction)		
EQ-C-3.2	1	Construction IAQ Management Plan (Before Occupancy)		
EQ-C-4.1	1	Low-Emitting Materials (Adhesives & Sealants)		
EQ-C-4.2	1	Low-Emitting Materials (Paints)		
EQ-C-4.3	1	Low-Emitting Materials (Carpet)		
EQ-C-4.4	1	Low-Emitting Materials (Composite Wood)		
EQ-C-5	1	Indoor Chemical & Pollutant Source Control		
EQ-C-6.1	1	Controllability of Systems (Perimeter)		
EQ-C-6.2	1	Controllability of Systems (Non-Perimeter)		
EQ-C-7.1	1	Thermal Comfort (Comply with ASHRAE 55-1992)		
EQ-C-7.2	1	Thermal Comfort (Personal Monitoring System)		
EQ-C-8.1	1	Daylight & Views (Daylight 75% of Spaces)		
EQ-C-8.2	1	Daylight & Views (Views for 90% of Spaces)		
Subtotal			13	11
Innovation & Design Process (5 Possible Points)				
ID-C-1.1	1	Innovation in Design		
ID-C-1.2	1	Innovation in Design		
ID-C-1.3	1	Innovation in Design		
ID-C-1.4	1	Innovation in Design		
ID-C-2	1	LEED [®] Accredited Professional		
Subtotal			1	1
Project Totals (69 Possible Points)			30	15

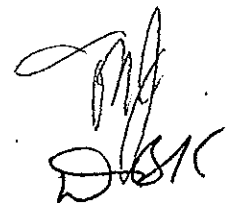
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LEED Scorecard for Existing Buildings with BPA Preferred and Interest Credits

Credit #	Points	Credit	Preference	Interest
Sustainable Sites (18 Possible Points)				
SS-P-1	Req'd	Erosion & Sedimentation Control		
SS-C-1	1	Site Selection		
SS-C-2	2	Urban Redevelopment		
SS-C-4	1-4	Environmentally Preferable Transportation		
SS-C-5	1-2	Reduced Site Disturbance		
SS-C-6	1-2	Stormwater Management		
SS-C-7	1-2	Reduced Heat Island Effect		
SS-C-8	1	Light Pollution Reduction		
SS-C-9	1-2	Green Site + Building Exterior Management		
Subtotal			7	7
Water Efficiency (6 Possible Points)				
WE-P-1	Req'd	Minimum Water Efficiency		
WE-P-2	Req'd	Discharge Water Compliance		
WE-C-1	1-2	Water Efficient Landscaping		
WE-C-2	1	Innovative Wastewater Technologies		
WE-C-3	1-2	Water Use Reduction		
Subtotal			1	2
Energy & Atmosphere (22 Possible Points)				
EA-P-1	Req'd	Comprehensive Building Commissioning/Recomm		
EA-P-2	Req'd	Minimum Energy Performance		
EA-P-3	Req'd	Ozone Protection		
EA-C-1	2-10	Optimize Energy Performance		
EA-C-2	1-2	Renewable Energy		
EA-C-3	1-3	Continuous Commissioning + Maintenance		
EA-C-4	1	Additional Ozone Protection		
EA-C-5	1-4	Measurement & Verification		
EA-C-6	1	Green Power		
Subtotal			11	3

LEED Ratings: Certified: 28-35 points
Silver: 36-42 points
Gold: 43-55 points
Platinum: 57+ points

Credit #	Points	Credit	Preference	Interest
Materials & Resources (10 Possible Points)				
MR-P-1	Req'd	Waste Management		
MR-C-1	1	Continued Existing Building Use		
MR-C-2	1	Construction Waste Management		
MR-C-3	1	Resource Reuse		
MR-C-4	1	Recycled Content		
MR-C-5	1	Local/Regional Materials		
MR-C-6	1	Rapidly Renewable Materials		
MR-C-7	1	Certified Wood		
MR-C-8	1-3	Occupant Recycling		
Subtotal			4	4
Indoor Environmental Quality (18 Possible Points)				
EQ-P-1	Req'd	Minimum IAQ Performance		
EQ-P-2	Req'd	Environmental Tobacco Smoke (ETS) Control		
EQ-P-3	Req'd	Asbestos Removal or Encapsulation		
EQ-C-1	1	Carbon Dioxide (CO ₂) Monitoring		
EQ-C-2	1	Increase Ventilation Effectiveness		
EQ-C-3	1	Construction IAQ Management Plan		
EQ-C-5	1-7	Green Housekeeping		
EQ-C-6	1-2	Controllability of System		
EQ-C-7	1-2	Thermal Comfort		
EQ-C-8	1-3	Daylight and Views		
EQ-C-9	1	Contemporary IAQ Practice		
Subtotal			15	3
Innovation & Accredited Professional (6 Possible Points)				
IA-C-1	1-4	Innovation in Design		
IA-C-2	1	LEED™ Accredited Professional		
Subtotal			1	1
Project Totals (78 Possible Points)			39	20



GENERAL CLAUSES
(Acquisition of Leasehold Interests in Real Property)

CATEGORY	Clause No.	48 CFR Ref.	Clause Title
DEFINITIONS GENERAL	1	552.270-4	Definitions
	2	552.270-5	Subletting and Assignment
	3	552.270-11	Successors Bound
	4	552.270-23	Subordination, Nondisturbance and Attornment
	5	552.270-24	Statement of Lease
	6	552.270-25	Substitution of Tenant Agency
	7	552.270-26	No Waiver
	8	552.270-27	Integrated Agreement
	9	552.270-28	Mutuality of Obligation
PERFORMANCE	10	552.270-17	Delivery and Condition
	11	552.270-18	Default in Delivery - Time Extensions (Variation)
	12	552.270-19	Progressive Occupancy
	13	552.270-21	Effect of Acceptance and Occupancy
	14	552.270-6	Maintenance of Building and Premises-Right of Entry
	15	552.270-10	Failure in Performance
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GENERAL CLAUSES
(Acquisition of Leasehold Interests in Real Property)

1. 552.270-4 - DEFINITIONS (SEP 1999)

- (a) The following terms and phrases (except as otherwise expressly provided or unless the context otherwise requires) for all purposes of this lease shall have the respective meanings hereinafter specified:
- (b) "Commencement Date" means the first day of the term.
- (c) "Contract" and "Contractor" means "Lease" and "Lessor," respectively.
- (d) "Contracting Officer" means a person with the authority to enter into, administer, and/or terminate contracts and make related determinations and findings. The term includes certain authorized representatives of the Contracting Officer acting within the limits of their authority as delegated by the Contracting Officer.
- (e) "Delivery Date" means the date specified in or determined pursuant to the provisions of this lease for delivery of the premises to the Government, improved in accordance with the provisions of this lease and substantially complete, as such date may be modified in accordance with the provisions of this lease.
- (f) "Delivery Time" means the number of days provided by this lease for delivery of the premises to the Government, as such number may be modified in accordance with the provisions of this lease.
- (g) "Excusable Delays" mean delays arising without the fault or negligence of Lessor and Lessor's subcontractors and suppliers at any tier, and shall include, without limitation, (1) acts of God or of the public enemy, (2) acts of the United States of America in either its sovereign or contractual capacity, (3) acts of another contractor in the performance of a contract with the Government, (4) fires, (5) floods, (6) epidemics, (7) quarantine restrictions, (8) strikes, (9) freight embargoes, (10) unusually severe weather, or (11) delays of subcontractors or suppliers at any tier arising from unforeseeable causes beyond the control and without the fault or negligence of both the Lessor and any such subcontractor or supplier.
- (h) "Lessor" means the sub-lessor if this lease is a sublease.
- (i) "Lessor shall provide" means the Lessor shall furnish and install at Lessor's expense.
- (j) "Notice" means written notice sent by certified or registered mail, Express Mail or comparable service, or delivered by hand. Notice shall be effective on the date delivery is accepted or refused.
- (k) "Premises" means the space described on the Standard Form 2, U.S. Government Lease for Real Property, of this lease.
- (l) "Substantially complete" and "substantial completion" means that the work, the common and other areas of the building, and all other things necessary for the Government's access to the premises and occupancy, possession, use and enjoyment thereof, as provided in this lease, have been completed or obtained, excepting only such minor matters as do not interfere with or materially diminish such access, occupancy, possession, use or enjoyment.
- (m) "Work" means all alterations, improvements, modifications, and other things required for the preparation or continued occupancy of the premises by the Government as specified in this lease.

2. 552.270-5 - SUBLETTING AND ASSIGNMENT (SEP 1999)

The Government may sublet any part of the premises but shall not be relieved from any obligations under this lease by reason of any such subletting. The Government may at any time assign this lease, and be relieved from all obligations to Lessor under this lease excepting only unpaid rent and other liabilities, if any, that have accrued to the date of said assignment. Any assignment shall be subject to prior written consent of Lessor, which shall not be unreasonably withheld.

3. 552.270-11 SUCCESSORS BOUND (SEP 1999)

This lease shall bind, and inure to the benefit of, the parties and their respective heirs, executors, administrators, successors, and assigns.

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4. 552.270-23 - SUBORDINATION, NONDISTURBANCE AND ATTORNMENT (SEP 1999)

- (a) Lessor warrants that it holds such title to or other interest in the premises and other property as is necessary to the Government's access to the premises and full use and enjoyment thereof in accordance with the provisions of this lease. Government agrees, in consideration of the warranties and conditions set forth in this clause, that this lease is subject and subordinate to any and all recorded mortgages, deeds of trust and other liens now or hereafter existing or imposed upon the premises, and to any renewal, modification or extension thereof. It is the intention of the parties that this provision shall be self-operative and that no further instrument shall be required to effect the present or subsequent subordination of this lease. Government agrees, however, within twenty (20) business days next following the Contracting Officer's receipt of a written demand, to execute such instruments as Lessor may reasonably request to evidence further the subordination of this lease to any existing or future mortgage, deed of trust or other security interest pertaining to the premises, and to any water, sewer or access easement necessary or desirable to serve the premises or adjoining property owned in whole or in part by Lessor if such easement does not interfere with the full enjoyment of any right granted the Government under this lease.
- (b) No such subordination, to either existing or future mortgages, deeds of trust or other lien or security instrument shall operate to affect adversely any right of the Government under this lease so long as the Government is not in default under this lease. Lessor will include in any future mortgage, deed of trust or other security instrument to which this lease becomes subordinate, or in a separate nondisturbance agreement, a provision to the foregoing effect. Lessor warrants that the holders of all notes or other obligations secured by existing mortgages, deeds of trust or other security instruments have consented to the provisions of this clause, and agrees to provide true copies of all such consents to the Contracting Officer promptly upon demand.
- (c) In the event of any sale of the premises or any portion thereof by foreclosure of the lien of any such mortgage, deed of trust or other security instrument, or the giving of a deed in lieu of foreclosure, the Government will be deemed to have attorned to any purchaser, purchasers, transferee or transferees of the premises or any portion thereof and its or their successors and assigns, and any such purchasers and transferees will be deemed to have assumed all obligations of the Lessor under this lease, so as to establish direct privity of estate and contract between Government and such purchasers or transferees, with the same force, effect and relative priority in time and right as if the lease had initially been entered into between such purchasers or transferees and the Government; provided, further, that the Contracting Officer and such purchasers or transferees shall, with reasonable promptness following any such sale or deed delivery in lieu of foreclosure, execute all such revisions to this lease, or other writings, as shall be necessary to document the foregoing relationship.
- (d) None of the foregoing provisions may be deemed or construed to imply a waiver of the Government's rights as a sovereign.

5. 552.270-24 - STATEMENT OF LEASE (AUG 1999)

- (a) The Contracting Officer will, within thirty (30) days next following the Contracting Officer's receipt of a joint written request from Lessor and a prospective lender or purchaser of the building, execute and deliver to Lessor a letter stating that the same is issued subject to the conditions stated in this clause and, if such is the case, that (1) the lease is in full force and effect; (2) the date to which the rent and other charges have been paid in advance, if any; (3) whether any notice of default has been issued.
- (b) Letters issued pursuant to this clause are subject to the following conditions:
 - (1) That they are based solely upon a reasonably diligent review of the Contracting Officer's lease file as of the date of issuance;
 - (2) That the Government shall not be held liable because of any defect in or condition of the premises or building;
 - (3) That the Contracting Officer does not warrant or represent that the premises or building comply with applicable Federal, State and local law; and
 - (4) That the Lessor, and each prospective lender and purchaser are deemed to have constructive notice of such facts as would be ascertainable by reasonable prepurchase and precommitment inspection of the Premises and Building and by inquiry to appropriate Federal, State and local Government officials.

6. 552.270-25 - SUBSTITUTION OF TENANT AGENCY (SEP 1999)

The Government may, at any time and from time to time, substitute any Government agency or agencies for the Government agency or agencies, if any, named in the lease.

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7. 552.270-26 - NO WAIVER (SEP1999)

No failure by either party to insist upon the strict performance of any provision of this lease or to exercise any right or remedy consequent upon a breach thereof, and no acceptance of full or partial rent or other performance by either party during the continuance of any such breach shall constitute a waiver of any such breach of such provision.

8. 552.270-27 - INTEGRATED AGREEMENT (SEP 1999)

This Lease, upon execution, contains the entire agreement of the parties and no prior written or oral agreement, express or implied, shall be admissible to contradict the provisions of the Lease.

9. 552.270-28 - MUTUALITY OF OBLIGATION (SEP 1999)

The obligations and covenants of the Lessor, and the Government's obligation to pay rent and other Government obligations and covenants, arising under or related to this Lease, are interdependent. The Government may, upon issuance of and delivery to Lessor of a final decision asserting a claim against Lessor, set off such claim, in whole or in part, as against any payment or payments then or thereafter due the Lessor under this lease. No setoff pursuant to this clause shall constitute a breach by the Government of this lease.

10. 552.270-17 - DELIVERY AND CONDITION (SEP 1999)

- (a) Unless the Government elects to have the space occupied in increments, the space must be delivered ready for occupancy as a complete unit. The Government reserves the right to determine when the space is substantially complete.
- (b) If the premises do not in every respect comply with the provisions of this lease the Contracting Officer may, in accordance with the Failure in Performance clause of this lease, elect to reduce the rent payments.

11. 552.270-18 - DEFAULT IN DELIVERY - TIME EXTENSIONS (SEP 1999) (VARIATION)

- (a) With respect to Lessor's obligation to deliver the premises substantially complete by the delivery date, time is of the essence. If the Lessor fails to work diligently to ensure its substantial completion by the delivery date or fails to substantially complete the work by such date, the Government may by notice to the Lessor terminate this lease. Such termination is effective when received by Lessor. The Lessor and the Lessor's sureties, if any, are jointly and severally liable for any damages to the Government resulting from such termination, as provided in this clause. The Government shall be entitled to the following damages:
 - (1) The Government's aggregate rent and estimated real estate tax and operating cost adjustments for the firm term and all option terms of its replacement lease or leases, in excess of the aggregate rent and estimated real estate tax and operating cost adjustments for the term. If the Government procures replacement premises for a term (including all option terms) in excess of this term, the Lessor is not liable for excess Government rent or adjustments during such excess lease term.
 - (2) All administrative and other costs the Government incurs in procuring a replacement lease or leases.
 - (3) Other, additional relief provided for in this lease, at law, or in equity.
- (b) Damages to which the Government is entitled to under this clause are due and payable thirty (30) days following the date Lessor receives notice from the Contracting Officer specifying such damages.
- (c) Delivery by Lessor of less than the minimum ANSI/BOMA Office Area square footage required by this lease shall in no event be construed as substantial completion, except as the Contracting Officer permits.
- (d) The Government shall not terminate this lease under this clause nor charge the Lessor with damages under this clause, if (1) the delay in substantially completing the work arises from excusable delays and (2) the Lessor within 10 days from the beginning of any such delay (unless extended in writing by the Contracting Officer) provides notice to the Contracting Officer of the causes of delay. The Contracting Officer shall ascertain the facts and the extent of delay. If the facts warrant, the Contracting Officer shall extend the delivery date, to the extent of such delay at no additional costs to the Government. A time extension is the sole remedy of the Lessor.

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12. 552.270-19 - PROGRESSIVE OCCUPANCY (SEP 1999)

The Government shall have the right to elect to occupy the space in partial increments prior to the substantial completion of the entire leased premises, and the Lessor agrees to schedule its work so as to deliver the space incrementally as elected by the Government. The Government shall pay rent commencing with the first business day following substantial completion of the entire leased premise unless the Government has elected to occupy the leased premises incrementally. In case of incremental occupancy, the Government shall pay rent pro rata upon the first business day following substantial completion of each incremental unit. Rental payments shall become due on the first workday of the month following the month in which an increment of space is substantially complete, except that should an increment of space be substantially completed after the fifteenth day of the month, the payment due date will be the first workday of the second month following the month in which it was substantially complete. The commencement date of the firm lease term will be a composite determined from all rent commencement dates.

13. 552.270-21 - EFFECT OF ACCEPTANCE AND OCCUPANCY (SEP 1999)

Neither the Government's acceptance of the premises for occupancy, nor the Government's occupancy thereof, shall be construed as a waiver of any requirement of or right of the Government under this Lease, or as otherwise prejudicing the Government with respect to any such requirement or right.

14. 552.270-6 - MAINTENANCE OF BUILDING AND PREMISES - RIGHT OF ENTRY (SEP 1999)

Except in case of damage arising out of the willful act or negligence of a Government employee, Lessor shall maintain the premises, including the building, building systems, and all equipment, fixtures, and appurtenances furnished by the Lessor under this lease, in good repair and condition so that they are suitable in appearance and capable of supplying such heat, air conditioning, light, ventilation, safety systems, access and other things to the premises, without reasonably preventable or recurring disruption, as is required for the Government's access to, occupancy, possession, use and enjoyment of the premises as provided in this lease. For the purpose of so maintaining the premises, the Lessor may at reasonable times enter the premises with the approval of the authorized Government representative in charge.

15. 552.270-10 - FAILURE IN PERFORMANCE (SEP 1999)

The covenant to pay rent and the covenant to provide any service, utility, maintenance, or repair required under this lease are interdependent. In the event of any failure by the Lessor to provide any service, utility, maintenance, repair or replacement required under this lease the Government may, by contract or otherwise, perform the requirement and deduct from any payment or payments under this lease, then or thereafter due, the resulting cost to the Government, including all administrative costs. If the Government elects to perform any such requirement, the Government and each of its contractors shall be entitled to access to any and all areas of the building, access to which is necessary to perform any such requirement, and the Lessor shall afford and facilitate such access. Alternatively, the Government may deduct from any payments under this lease, then or thereafter due, an amount which reflects the reduced value of the contract requirement not performed. No deduction from rent pursuant to this clause shall constitute a default by the Government under this lease. These remedies are not exclusive and are in addition to any other remedies which may be available under this lease or at law.

16. 552.270-22 - DEFAULT BY LESSOR DURING THE TERM (SEP 1999)

(a) Each of the following shall constitute a default by Lessor under this lease:



- (1) Failure to maintain, repair, operate or service the premises as and when specified in this lease, or failure to perform any other requirement of this lease as and when required provided any such failure shall remain uncured for a period of thirty (30) days next following Lessor's receipt of notice thereof from the Contracting Officer or an authorized representative.
- (2) Repeated and unexcused failure by Lessor to comply with one or more requirements of this lease shall constitute a default notwithstanding that one or all such failures shall have been timely cured pursuant to this clause.

(b) If a default occurs, the Government may, by notice to Lessor, terminate this lease for default and if so terminated, the Government shall be entitled to the damages specified in the Default in Delivery-Time Extensions clause.

17. 552.270-7 - FIRE AND CASUALTY DAMAGE (SEP 1999)

If the entire premises are destroyed by fire or other casualty, this lease will immediately terminate. In case of partial destruction or damage, so as to render the premises untenable, as determined by the Government, the Government may terminate the lease by giving written notice to the Lessor

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within 15 calendar days of the fire or other casualty; if so terminated, no rent will accrue to the Lessor after such partial destruction or damage; and if not so terminated, the rent will be reduced proportionately by supplemental agreement hereto effective from the date of such partial destruction or damage. Nothing in this lease shall be construed as relieving Lessor from liability for damage to or destruction of property of the United States of America caused by the willful or negligent act or omission of Lessor.

18. 552.270-8 - COMPLIANCE WITH APPLICABLE LAW (SEP 1999)

Lessor shall comply with all Federal, state and local laws applicable to the Lessor as owner or Lessor, or both, of the building or premises, including, without limitation, laws applicable to the construction, ownership, alteration or operation of both or either thereof, and will obtain all necessary permits, licenses and similar items at Lessor's expense. The Government will comply with all Federal state and local laws applicable to and enforceable against it as a tenant under this lease; provided that nothing in this lease shall be construed as a waiver of any sovereign immunity of the Government. This lease shall be governed by Federal law.

19. 552.270-12 - ALTERATIONS (SEP 1999)

The Government shall have the right during the existence of this lease to make alterations, attach fixtures, and erect structures or signs in or upon the premises hereby leased, which fixtures, additions or structures so placed in, on, upon, or attached to the said premises shall be and remain the property of the Government and may be removed or otherwise disposed of by the Government. If the lease contemplates that the Government is the sole occupant of the building, for purposes of this clause, the leased premises include the land on which the building is sited and the building itself. Otherwise, the Government shall have the right to tie into or make any physical connection with any structure located on the property as is reasonably necessary for appropriate utilization of the leased space.

20. 552.270-29 - ACCEPTANCE OF SPACE (SEP 1999)

- (a) When the Lessor has completed all alterations, improvements, and repairs necessary to meet the requirements of the lease, the Lessor shall notify the Contracting Officer. The Contracting Officer or designated representative shall promptly inspect the space.
- (b) The Government will accept the space and the lease term will begin after determining that the space is substantially complete and contains the required ANSI/BOMA Office Area square footage as indicated in the paragraph of this solicitation entitled "Amount and Type of Space."

21. 552.270-9 - INSPECTION - RIGHT OF ENTRY (SEP 1999)

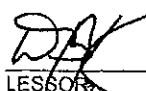
- (a) At any time and from time to time after receipt of an offer (until the same has been duly withdrawn or rejected), after acceptance thereof and during the term, the agents, employees and contractors of the Government may, upon reasonable prior notice to Offeror or Lessor, enter upon the offered premises or the premises, and all other areas of the building access to which is necessary to accomplish the purposes of entry, to determine the potential or actual compliance by the Offeror or Lessor with the requirements of the solicitation or this lease, which purposes shall include, but not be limited to: (1) inspecting, sampling and analyzing of suspected asbestos-containing materials and air monitoring for asbestos fibers; (2) inspecting the heating, ventilation and air conditioning system, maintenance records, and mechanical rooms for the offered premises or the premises; (3) inspecting for any leaks, spills, or other potentially hazardous conditions which may involve tenant exposure to hazardous or toxic substances; and (4) inspecting for any current or past hazardous waste operations, to ensure that appropriate mitigative actions were taken to alleviate any environmentally unsound activities in accordance with Federal, State and local law.
- (b) Nothing in this clause shall be construed to create a Government duty to inspect for toxic materials or to impose a higher standard of care on the Government than on other lessees. The purpose of this clause is to promote the ease with which the Government may inspect the building. Nothing in this clause shall act to relieve the Lessor of any duty to inspect or liability which might arise as a result of Lessor's failure to inspect for or correct a hazardous condition.

22. 552.232-75 - PROMPT PAYMENT (SEP 1999)

The Government will make payments under the terms and conditions specified in this clause. Payment shall be considered as being made on the day a check is dated or an electronic funds transfer is made. All days referred to in this clause are calendar days, unless otherwise specified.

- (a) Payment due date.

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- (1) Rental payments. Rent shall be paid monthly in arrears and will be due on the first workday of each month, and only as provided for by the lease.
- (i) When the date for commencement of rent falls on the 15th day of the month or earlier, the initial monthly rental payment under this contract shall become due on the first workday of the month following the month in which the commencement of the rent is effective.
 - (ii) When the date for commencement of rent falls after the 15th day of the month, the initial monthly rental payment under this contract shall become due on the first workday of the second month following the month in which the commencement of the rent is effective.
- (2) Other payments. The due date for making payments other than rent shall be the later of the following two events:
- (i) The 30th day after the designated billing office has received a proper invoice from the Contractor.
 - (ii) The 30th day after Government acceptance of the work or service. However, if the designated billing office fails to annotate the invoice with the actual date of receipt, the invoice payment due date shall be deemed to be the 30th day after the Contractor's invoice is dated, provided a proper invoice is received and there is no disagreement over quantity, quality, or Contractor compliance with contract requirements.
- (b) Invoice and inspection requirements for payments other than rent.
- (1) The Contractor shall prepare and submit an invoice to the designated billing office after completion of the work. A proper invoice shall include the following items:
- (i) Name and address of the Contractor.
 - (ii) Invoice date.
 - (iii) Lease number.
 - (iv) Government's order number or other authorization.
 - (v) Description, price, and quantity of work or services delivered.
 - (vi) Name and address of Contractor official to whom payment is to be sent (must be the same as that in the remittance address in the lease or the order.)
 - (vii) Name (where practicable), title, phone number, and mailing address of person to be notified in the event of a defective invoice.
- (2) The Government will inspect and determine the acceptability of the work performed or services delivered within 7 days after the receipt of a proper invoice or notification of completion of the work or services unless a different period is specified at the time the order is placed. If actual acceptance occurs later, for the purpose of determining the payment due date and calculation of interest, acceptance will be deemed to occur on the last day of the 7-day inspection period. If the work or service is rejected for failure to conform to the technical requirements of the contract, the 7 days will be counted beginning with receipt of a new invoice or notification. In either case, the Contractor is not entitled to any payment or interest unless actual acceptance by the Government occurs.
- (c) Interest Penalty.
- (1) An interest penalty shall be paid automatically by the Government, without request from the Contractor, if payment is not made by the due date.
 - (2) The interest penalty shall be at the rate established by the Secretary of the Treasury under Section 12 of the Contract Disputes Act of 1978 (41 U.S.C. 611) that is in effect on the day after the due date. This rate is referred to as the "Renegotiation Board Interest Rate," and it is published in the Federal Register semiannually on or about January 1 and July 1. The interest penalty shall accrue daily on the payment amount approved by the Government and be compounded in 30-day increments inclusive from the first day after the due date through the payment date.
 - (3) Interest penalties will not continue to accrue after the filing of a claim for such penalties under the clause at 52.233-1, Disputes, or for more than 1 year. Interest penalties of less than \$1.00 need not be paid.
 - (4) Interest penalties are not required on payment delays due to disagreement between the Government and Contractor over the payment amount or other issues involving contract compliance or on amounts temporarily withheld or retained in accordance with the terms of the contract. Claims involving disputes, and any interest that may be payable, will be resolved in accordance with the clause at 52.233-1, Disputes.

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23. 552.232-76 - ELECTRONIC FUNDS TRANSFER PAYMENT (MAR 2000)

- (a) The Government will make payments under this lease by electronic funds transfer (EFT). The Lessor must, no later than 30 days before the first payment:
 - (1) Designate a financial institution for receipt of EFT payments.
 - (2) Submit this designation to the Contracting Officer or other Government official, as directed.
- (b) The Lessor must provide the following information:
 - (1) The American Bankers Association 9-digit identifying number for Automated Clearing House (ACH) transfers of the financing institution receiving payment if the institution has access to the Federal Reserve Communications System.
 - (2) Number of account to which funds are to be deposited.
 - (3) Type of depositor account ("C" for checking, "S" for savings).
 - (4) If the Lessor is a new enrollee to the EFT system, the Lessor must complete and submit a "Payment Information Form," SF 3881, before payment can be processed.
- (c) If the Lessor, during the performance of this contract, elects to designate a different financial institution for the receipt of any payment, the appropriate Government official must receive notice of such change and the required information specified above no later than 30 days before the date such change is to become effective.
- (d) The documents furnishing the information required in this clause must be dated and contain the:
 - (1) Signature, title, and telephone number of the Lessor or the Lessor's authorized representative.
 - (2) Lessor's name.
 - (3) Lease number.
- (e) Lessor's failure to properly designate a financial institution or to provide appropriate payee bank account information may delay payments of amounts otherwise properly due.

24. 552.232-70 - INVOICE REQUIREMENTS (VARIATION) (SEP 1999)

(This clause applies to payments other than rent.)

- (a) Invoices shall be submitted in an original only, unless otherwise specified, to the designated billing office specified in this contract or order.
- (b) Invoices must include the Accounting Control Transaction (ACT) number provided below or on the order.

ACT Number (to be supplied on individual orders)
- (c) If information or documentation in addition to that required by the Prompt Payment clause of this contract is required in connection with an invoice for a particular order, the order will indicate what information or documentation must be submitted.

25. 52.232-23 - ASSIGNMENT OF CLAIMS (JAN 1986)

- (a) The Contractor, under the Assignment of Claims Act, as amended, 31 USC 3727, 41 USC 15 (hereafter referred to as the "the Act"), may assign its rights to be paid amounts due or to become due as a result of the performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency. The assignee under such an assignment may thereafter further assign or reassign its right under the original assignment to any type of financing institution described in the preceding sentence.
- (b) Any assignment or reassignment authorized under the Act and this clause shall cover all unpaid amounts payable under this contract, and shall not be made to more than one party, except that an assignment or reassignment may be made to one party as agent or trustee for two or more parties participating in the financing of this contract.
- (c) The Contractor shall not furnish or disclose to any assignee under this contract any classified document (including this contract) or information related to work under this contract until the Contracting Officer authorizes such action in writing.

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26. 552.270-20 - PAYMENT (SEP 1999) (VARIATION)

- (a) When space is offered and accepted, the ANSI/BOMA Office Area square footage delivered will be confirmed by:
- (1) the Government's measurement of plans submitted by the successful Offeror as approved by the Government, and an inspection of the space to verify that the delivered space is in conformance with such plans or
 - (2) a mutual on-site measurement of the space, if the Contracting Officer determines that it is necessary.
- (b) Payment will not be made for space which is in excess of the amount of ANSI/BOMA Office Area square footage stated in the lease.
- (c) If it is determined that the amount of ANSI/BOMA Office Area square footage actually delivered is less than the amount agreed to in the lease, the lease will be modified to reflect the amount of Usable space delivered and the annual rental will be adjusted as follows:

Usable square feet not delivered multiplied by the ANSI/BOMA Office Area square foot (USF) rate equals the reduction in annual rent. The rate per USF is determined by dividing the total annual rental by the Usable square footage set forth in the lease.

$$\text{USF Not Delivered} \times \text{Rate per USF} = \text{Reduction in Annual Rent.}$$

27. 552.203-5 - COVENANT AGAINST CONTINGENT FEES (FEB 1990)

(Applies to leases over \$100,000.)

- (a) The Contractor warrants that no person or agency has been employed or retained to solicit or obtain this contract upon an agreement or understanding for a contingent fee, except a bona fide employee or agency. For breach or violation of this warranty, the Government shall have the right to annul this contract without liability or, in its discretion, to deduct from the contract price or consideration, or otherwise recover the full amount of the contingent fee.
- (b) "Bona fide agency," as used in this clause, means an established commercial or selling agency (including licensed real estate agents or brokers), maintained by a Contractor for the purpose of securing business, that neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds itself out as being able to obtain any Government contract or contracts through improper influence.

"Bona fide employee," as used in this clause, means a person, employed by a Contractor and subject to the Contractor's supervision and control as to time, place, and manner of performance, who neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds out as being able to obtain any Government contract or contracts through improper influence.

"Contingent fee," as used in this clause, means any commission, percentage, brokerage, or other fee that is contingent upon the success that a person or concern has in securing a Government contract.

"Improper influence," as used in this clause, means any influence that induces or tends to induce a Government employee or officer to give consideration or to act regarding a Government contract on any basis other than the merits of the matter.

28. 52.203-7 - ANTI-KICKBACK PROCEDURES (JUL 1995)

(Applies to leases over \$100,000 average net annual rental, including option periods.)

- (a) Definitions.

"Kickback," as used in this clause, means any money, fee, commission, credit, gift, gratuity, thing of value, or compensation of any kind which is provided, directly or indirectly, to any prime Contractor, prime Contractor employee, subcontractor, or subcontractor employee for the purpose of improperly obtaining or rewarding favorable treatment in connection with a prime contract or in connection with a subcontract relating to a prime contract.

"Person," as used in this clause, means a corporation, partnership, business association of any kind, trust, joint-stock company, or individual.

"Prime contract," as used in this clause, means a contract or contractual action entered into by the United States for the purpose of obtaining supplies, materials, equipment, or services of any kind.

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"Prime Contractor," as used in this clause, means a person who has entered into a prime contract with the United States.

"Prime Contractor employee," as used in this clause, means any officer, partner, employee, or agent of a prime Contractor.

"Subcontract," as used in this clause, means a contract or contractual action entered into by a prime Contractor or subcontractor for the purpose of obtaining supplies, materials, equipment, or services of any kind under a prime contract.

"Subcontractor," as used in this clause, (1) means any person, other than the prime Contractor, who offers to furnish or furnishes any supplies, materials, equipment, or services of any kind under a prime contract or a subcontract entered into in connection with such prime contract, and (2) includes any person who offers to furnish or furnishes general supplies to the prime Contractor or a higher tier subcontractor.

"Subcontractor employee," as used in this clause, means any officer, partner, employee, or agent of a subcontractor.

(b) The Anti-Kickback Act of 1986 (41 U.S.C. 51-58) (the Act), prohibits any person from--

- (1) Providing or attempting to provide or offering to provide any kickback;
- (2) Soliciting, accepting, or attempting to accept any kickback; or
- (3) Including, directly or indirectly, the amount of any kickback in the contract price charged by a prime Contractor to the United States or in the contract price charged by a subcontractor to a prime Contractor or higher tier subcontractor.

(c)

- (1) The Contractor shall have in place and follow reasonable procedures designed to prevent and detect possible violations described in paragraph (b) of this clause in its own operations and direct business relationships.
- (2) When the Contractor has reasonable grounds to believe that a violation described in paragraph (b) of this clause may have occurred, the Contractor shall promptly report in writing the possible violation. Such reports shall be made to the inspector general of the contracting agency, the head of the contracting agency if the agency does not have an inspector general, or the Department of Justice.
- (3) The Contractor shall cooperate fully with any Federal agency investigating a possible violation described in paragraph (b) of this clause.
- (4) The Contracting Officer may (i) offset the amount of the kickback against any monies owed by the United States under the prime contract and/or (ii) direct that the Prime Contractor withhold from sums owed a subcontractor under the prime contract, the amount of the kickback. The Contracting Officer may order that monies withheld under subdivision (c)(4)(ii) of this clause be paid over to the Government unless the Government has already offset those monies under subdivision (c)(4)(i) of this clause. In the either case, the Prime Contractor shall notify the Contracting Officer when the monies are withheld.
- (5) The Contractor agrees to incorporate the substance of this clause, including subparagraph (c)(5) but excepting subparagraph (c)(1), in all subcontracts under this contract which exceed \$100,000.

29. 52.223-6 DRUG-FREE WORKPLACE (MAY 2001)

(a) *Definitions.* As used in this clause--

"Controlled substance" means a controlled substance in schedules I through V of section 202 of the Controlled Substances Act (21 U.S.C. 812) and as further defined in regulation at 21 CFR 1308.11 - 1308.15.

"Conviction" means a finding of guilt (including a plea of *nolo contendere*) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes.

"Criminal drug statute" means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, possession, or use of any controlled substance.

"Drug-free workplace" means the site(s) for the performance of work done by the Contractor in connection with a specific contract where employees of the Contractor are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance.

"Employee" means an employee of a Contractor directly engaged in the performance of work under a Government contract. "Directly engaged" is defined to include all direct cost employees and any

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other Contractor employee who has other than a minimal impact or involvement in contract performance.

"Individual" means an offeror/contractor that has no more than one employee including the offeror/contractor.

- (b) The Contractor, if other than an individual, shall- within 30 days after award (unless a longer period is agreed to in writing for contracts of 30 days or more performance duration), or as soon as possible for contracts of less than 30 days performance duration-
- (1) Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition;
 - (2) Establish an ongoing drug-free awareness program to inform such employees about-
 - (i) The dangers of drug abuse in the workplace;
 - (ii) The Contractor's policy of maintaining a drug-free workplace;
 - (iii) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (iv) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - (3) Provide all employees engaged in performance of the contract with a copy of the statement required by paragraph (b)(1) of this clause;
 - (4) Notify such employees in writing in the statement required by paragraph (b)(1) of this clause that, as a condition of continued employment on this contract, the employee will-
 - (i) Abide by the terms of the statement; and
 - (ii) Notify the employer in writing of the employee's conviction under a criminal drug statute for a violation occurring in the workplace no later than 5 days after such conviction;
 - (5) Notify the Contracting Officer in writing within 10 days after receiving notice under subdivision (b)(4)(ii) of this clause, from an employee or otherwise receiving actual notice of such conviction. The notice shall include the position title of the employee;
 - (6) Within 30 days after receiving notice under subdivision (b)(4)(ii) of this clause of a conviction, take one of the following actions with respect to any employee who is convicted of a drug abuse violation occurring in the workplace:
 - (i) Taking appropriate personnel action against such employee, up to and including termination; or
 - (ii) Require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; and
 - (7) Make a good faith effort to maintain a drug-free workplace through implementation of paragraphs (b)(1) through (b)(6) of this clause.
- (c) The Contractor, if an individual, agrees by award of the contract or acceptance of a purchase order, not to engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance while performing this contract.
- (d) In addition to other remedies available to the Government, the Contractor's failure to comply with the requirements of paragraph (b) or (c) of this clause may, pursuant to FAR 23.506, render the Contractor subject to suspension of contract payments, termination of the contract or default, and suspension or debarment.

30. 552.203-70 - PRICE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (SEP 1999)

(Applies to leases over \$100,000.)

- (a) If the head of the contracting activity (HCA) or his or her designee determines that there was a violation of subsection 27(a) of the Office of Federal Procurement Policy Act, as amended (41 U.S.C. 423), as implemented in the Federal Acquisition Regulation, the Government, at its election, may--
- (1) Reduce the monthly rental under this lease by 5 percent of the amount of the rental for each month of the remaining term of the lease, including any option periods, and recover 5 percent of the rental already paid;

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- (2) Reduce payments for alterations not included in monthly rental payments by 5 percent of the amount of the alterations agreement; or
 - (3) Reduce the payments for violations by a Lessor's subcontractor by an amount not to exceed the amount of profit or fee reflected in the subcontract at the time the subcontract was placed.
- (b) Prior to making a determination as set forth above, the HCA or designee shall provide to the Lessor a written notice of the action being considered and the basis therefor. The Lessor shall have a period determined by the agency head or designee, but not less than 30 calendar days after receipt of such notice, to submit in person, in writing, or through a representative, information and argument in opposition to the proposed reduction. The agency head or designee may, upon good cause shown, determine to deduct less than the above amounts from payments.
- (c) The rights and remedies of the Government specified herein are not exclusive, and are in addition to any other rights and remedies provided by law or under this lease.

31. 52.215-10 - PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA (OCT 1997)

(Applies when cost or pricing data are required for work or service over \$500,000.)

- (1) If any price, including profit or fee, negotiated in connection with this contract, or any cost reimbursable under this contract, was increased by any significant amount because—
 - (2) The Contractor or a subcontractor furnished cost or pricing data that were not complete, accurate, and current as certified in its Certificate of Current Cost or Pricing Data;
 - (3) A subcontractor or prospective subcontractor furnished the Contractor cost or pricing data that were not complete, accurate, and current as certified in the Contractor's Certificate of Current Cost or Pricing Data; or
 - (4) Any of these parties furnished data of any description that were not accurate, the price or cost shall be reduced accordingly and the contract shall be modified to reflect the reduction.
- (b) Any reduction in the contract price under paragraph (a) of this clause due to defective data from a prospective subcontractor that was not subsequently awarded the subcontract shall be limited to the amount, plus applicable overhead and profit markup, by which (1) the actual subcontract or (2) the actual cost to the Contractor, if there was no subcontract, was less than the prospective subcontract cost estimate submitted by the Contractor; *provided*, that the actual subcontract price was not itself affected by defective cost or pricing data.
- (c)
 - (1) If the Contracting Officer determines under paragraph (a) of this clause that a price or cost reduction should be made, the Contractor agrees not to raise the following matters as a defense:
 - (i) The Contractor or subcontractor was a sole source supplier or otherwise was in a superior bargaining position and thus the price of the contract would not have been modified even if accurate, complete, and current cost or pricing data had been submitted.
 - (ii) The Contracting Officer should have known that the cost or pricing data in issue were defective even though the Contractor or subcontractor took no affirmative action to bring the character of the data to the attention of the Contracting Officer.
 - (iii) The contract was based on an agreement about the total cost of the contract and there was no agreement about the cost of each item procured under the contract.
 - (iv) The Contractor or subcontractor did not submit a Certificate of Current Cost or Pricing Data.
 - (2)
 - (i) Except as prohibited by subdivision (c)(2)(ii) of this clause, an offset in an amount determined appropriate by the Contracting Officer based upon the facts shall be allowed against the amount of a contract price reduction if--
 - (A) The Contractor certifies to the Contracting Officer that, to the best of the Contractor's knowledge and belief, the Contractor is entitled to the offset in the amount requested; and
 - (B) The Contractor proves that the cost or pricing data were available before the "as of" date specified on its Certificate of Current Cost or Pricing Data, and that the data were not submitted before such date.
 - (ii) An offset shall not be allowed if--

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- (A) The understated data were known by the Contractor to be understated before the "as of" date specified on its Certificate of Current Cost or Pricing Data; or
 - (B) The Government proves that the facts demonstrate that the contract price would not have increased in the amount to be offset even if the available data had been submitted before the "as of" date specified on its Certificate of Current Cost or Pricing Data.
- (d) If any reduction in the contract price under this clause reduces the price of items for which payment was made prior to the date of the modification reflecting the price reduction, the Contractor shall be liable to and shall pay the United States at the time such overpayment is repaid--
- (1) Simple interest on the amount of such overpayment to be computed from the date(s) of overpayment to the Contractor to the date the Government is repaid by the Contractor at the applicable underpayment rate effective for each quarter prescribed by the Secretary of the Treasury under 26 U.S.C. 6621(a)(2); and
 - (2) A penalty equal to the amount of the overpayment, if the Contractor or subcontractor knowingly submitted cost or pricing data that were incomplete, inaccurate, or noncurrent.

32. 552.270-13 - PROPOSALS FOR ADJUSTMENT (SEP 1999)

- (a) The Contracting Officer may, from time to time during the term of this lease, require changes to be made in the work or services to be performed and in the terms or conditions of this lease. Such changes will be required under the Changes clause.
- (b) If the Contracting Officer makes a change within the general scope of the lease, the Lessor shall submit, in a timely manner, an itemized cost proposal for the work to be accomplished or services to be performed when the cost exceeds \$100,000. The proposal, including all subcontractor work, will contain at least the following details--
 - (1) Material quantities and unit costs;
 - (2) Labor costs (identified with specific item or material to be placed or operation to be performed;
 - (3) Equipment costs;
 - (4) Worker's compensation and public liability insurance;
 - (5) Overhead;
 - (6) Profit; and
 - (7) Employment taxes under FICA and FUTA.
- (c) The following Federal Acquisition Regulation (FAR) provisions also apply to all proposals exceeding \$500,000 in cost --
 - (1) The Lessor shall provide cost or pricing data including subcontractor cost or pricing data (48 CFR 15.403-4) and
 - (2) The Lessor's representative, all Contractors, and subcontractors whose portion of the work exceeds \$500,000 must sign and return the "Certificate of Current Cost or Pricing Data" (48 CFR 15.406-2).
- (d) Lessors shall also refer to 48 CFR Part 31, Contract Cost Principles, for information on which costs are allowable, reasonable, and allocable in Government work.

33. 552.270-14 - CHANGES (SEP 1999) (VARIATION)

- (a) The Contracting Officer may at any time, by written order, make changes within the general scope of this lease in any one or more of the following:
 - (1) Specifications (including drawings and designs);
 - (2) Work or services;
 - (3) Facilities or space layout; or
 - (4) Amount of space, provided the Lessor consents to the change.
- (b) If any such change causes an increase or decrease in Lessor's cost of or the time required for performance under this lease, whether or not changed by the order, the Contracting Officer shall modify this lease to provide for one or more of the following:
 - (1) A modification of the delivery date;
 - (2) An equitable adjustment in the rental rate;
 - (3) A lump sum equitable adjustment; or
 - (4) An equitable adjustment of the annual operating costs per ANSI/BOMA Office Area square foot specified in this lease.

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- (c) The Lessor shall assert its right to an adjustment under this clause within 30 days from the date of receipt of the change order and shall submit a proposal for adjustment. Failure to agree to any adjustment shall be a dispute under the Disputes clause. However, nothing in this clause shall excuse the lessor from proceeding with the change as directed.
- (d) Absent such written change order, the Government shall not be liable to Lessor under this clause.

34. 552.215-70 - EXAMINATION OF RECORDS BY GSA (FEB 1996)

The Contractor agrees that the Administrator of General Services, or any duly authorized representative shall, until the expiration of 3 years after final payment under this contract, or of the time periods for the particular records specified in Subpart 4.7 of the Federal Acquisition Regulation (48 CFR 4.7), whichever expires earlier, have access to and the right to examine any books, documents, papers, and records of the Contractor involving transactions related to this contract or compliance with any clauses thereunder. The Contractor further agrees to include in all its subcontracts hereunder a provision to the effect that the subcontractor agrees that the Administrator of General Services, or any duly authorized representatives shall, until the expiration of 3 years after final payment under the subcontract, or of the time periods for the particular records specified in Subpart 4.7 of the Federal Acquisition Regulation (48 CFR 4.7), whichever expires earlier, have access to and the right to examine any books, documents, papers, and records of such subcontractor, involving transactions related to the subcontract or compliance with any clauses thereunder. The term "subcontract" as used in this clause excludes (a) purchase orders not exceeding \$100,000 and (b) subcontracts or purchase orders for public utility services at rates established for uniform applicability to the general public.

35. 52.215-2 - AUDIT AND RECORDS—NEGOTIATION (JUN 1999)

- (a) As used in this clause, "records" includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form.
- (b) Examination of costs. If this is a cost-reimbursement, incentive, time-and-materials, labor-hour, or price redeterminable contract, or any combination of these, the Contractor shall maintain and the Contracting Officer, or an authorized representative of the Contracting Officer, shall have the right to examine and audit all records and other evidence sufficient to reflect properly all costs claimed to have been incurred or anticipated to be incurred directly or indirectly in performance of this contract. This right of examination shall include inspection at all reasonable times of the Contractor's plants, or parts of them, engaged in performing the contract.
- (c) Cost or pricing data. If the Contractor has been required to submit cost or pricing data in connection with any pricing action relating to this contract, the Contracting Officer, or an authorized representative of the Contracting Officer, in order to evaluate the accuracy, completeness, and currency of the cost or pricing data, shall have the right to examine and audit all of the Contractor's records, including computations and projections, related to—
 - (1) The proposal for the contract, subcontract, or modification;
 - (2) The discussions conducted on the proposal(s), including those related to negotiating;
 - (3) Pricing of the contract, subcontract, or modification; or
 - (4) Performance of the contract, subcontract or modification.
- (d) Comptroller General—
 - (1) The Comptroller General of the United States, or an authorized representative, shall have access to and the right to examine any of the Contractor's directly pertinent records involving transactions related to this contract or a subcontract hereunder.
 - (2) This paragraph may not be construed to require the Contractor or subcontractor to create or maintain any record that the Contractor or subcontractor does not maintain in the ordinary course of business or pursuant to a provision of law.
- (e) Reports. If the Contractor is required to furnish cost, funding, or performance reports, the Contracting Officer or an authorized representative of the Contracting Officer shall have the right to examine and audit the supporting records and materials, for the purpose of evaluating—
 - (1) The data reported; and
 - (2) The effectiveness of the Contractor's policies and procedures to produce data compatible with the objectives of these reports.

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- (f) Availability. The Contractor shall make available at its office at all reasonable times the records, materials, and other evidence described in paragraphs (a), (b), (c), (d), and (e) of this clause, for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in Subpart 4.7, Contractor Records Retention, of the Federal Acquisition Regulation (FAR), or for any longer period required by statute or by other clauses of this contract. In addition—
- (1) If this contract is completely or partially terminated, the Contractor shall make available the records relating to the work terminated until 3 years after any resulting final termination settlement; and
 - (2) The Contractor shall make available records relating to appeals under the Disputes clause or to litigation or the settlement of claims arising under or relating to this contract until such appeals, litigation, or claims are finally resolved.
- (g) The Contractor shall insert a clause containing all the terms of this clause, including this paragraph (g), in all subcontracts under this contract that exceed the simplified acquisition threshold, and—
- (1) That are cost-reimbursement, incentive, time-and-materials, labor-hour, or price-redeterminable type or any combination of these;
 - (2) For which cost or pricing data are required; or
 - (3) That require the subcontractor to furnish reports as discussed in paragraph (e) of this clause.

The clause may be altered only as necessary to identify properly the contracting parties and the Contracting Officer under the Government prime contract.

36. 52.233-1 - DISPUTES (JUL 2002)

- (a) This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613).
- (b) Except as provided in the Act, all disputes arising under or relating to this contract shall be resolved under this clause.
- (c) "Claim," as used in this clause, means a written demand or written assertion by one of the contracting parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to this contract. However, a written demand or written assertion by the Contractor seeking the payment of money exceeding \$100,000 is not a claim under the Act until certified. A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a claim under the Act. The submission may be converted to a claim under the Act, by complying with the submission and certification requirements of this clause, if it is disputed either as to liability or amount or is not acted upon in a reasonable time.
- (d)
 - (1) A claim by the Contractor shall be made in writing and, unless otherwise stated in this contract, submitted within 6 years after accrual of the claim to the Contracting Officer for a written decision. A claim by the Government against the Contractor shall be subject to a written decision by the Contracting Officer.
 - (2)
 - (i) The Contractor shall provide the certification specified in paragraph (d)(2)(iii) of this clause when submitting any claim exceeding \$100,000.
 - (ii) The certification requirement does not apply to issues in controversy that have not been submitted as all or part of a claim.
 - (iii) The certification shall state as follows: "I certify that the claim is made in good faith; that the supporting data are accurate and complete to the best of my knowledge and belief; that the amount requested accurately reflects the contract adjustment for which the Contractor believes the Government is liable; and that I am duly authorized to certify the claim on behalf of the Contractor."
 - (3) The certification may be executed by any person duly authorized to bind the Contractor with respect to the claim.
- (e) For Contractor claims of \$100,000 or less, the Contracting Officer must, if requested in writing by the Contractor, render a decision within 60 days of the request. For Contractor-certified claims over \$100,000, the Contracting Officer must, within 60 days, decide the claim or notify the Contractor of the date by which the decision will be made.
- (f) The Contracting Officer's decision shall be final unless the Contractor appeals or files a suit as provided in the Act.

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- (g) If the claim by the Contractor is submitted to the Contracting Officer or a claim by the Government is presented to the Contractor, the parties, by mutual consent, may agree to use alternative dispute resolution (ADR). If the Contractor refuses an offer for ADR, the Contractor shall inform the Contracting Officer, in writing, of the Contractor's specific reasons for rejecting the offer.
- (h) The Government shall pay interest on the amount found due and unpaid from (1) the date that the Contracting Officer receives the claim (certified, if required); or (2) the date that payment otherwise would be due, if that date is later, until the date of payment. With regard to claims having defective certifications, as defined in FAR 33.201, interest shall be paid from the date that the Contracting Officer initially receives the claim. Simple interest on claims shall be paid at the rate, fixed by the Secretary of the Treasury as provided in the Act, which is applicable to the period during which the Contracting Officer receives the claim and then at the rate applicable for each 6-month period as fixed by the Treasury Secretary during the pendency of the claim.
- (i) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the Contracting Officer.

37. 52.222-26 - EQUAL OPPORTUNITY (APR 2002)

- (a) *Definition.* "United States," as used in this clause, means the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.
- (b) If, during any 12-month period (including the 12 months preceding the award of this contract), the Contractor has been or is awarded nonexempt Federal contracts and/or subcontracts that have an aggregate value in excess of \$10,000, the Contractor shall comply with paragraphs (b)(1) through (b)(11) of this clause, except for work performed outside the United States by employees who were not recruited within the United States. Upon request, the Contractor shall provide information necessary to determine the applicability of this clause.
 - (1) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. However, it shall not be a violation of this clause for the Contractor to extend a publicly announced preference in employment to Indians living on or near an Indian reservation, in connection with employment opportunities on or near an Indian reservation, as permitted by 41 CFR 60-1.5.
 - (2) The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. This shall include, but not be limited to:
 - (i) Employment;
 - (ii) Upgrading;
 - (iii) Demotion;
 - (iv) Transfer;
 - (v) Recruitment or recruitment advertising;
 - (vi) Layoff or termination;
 - (vii) Rates of pay or other forms of compensation; and
 - (viii) Selection for training, including apprenticeship.
 - (3) The Contractor shall post in conspicuous places available to employees and applicants for employment the notices to be provided by the Contracting Officer that explain this clause.
 - (4) The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
 - (5) The Contractor shall send, to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, the notice to be provided by the Contracting Officer advising the labor union or workers' representative of the Contractor's commitments under this clause, and post copies of the notice in conspicuous places available to employees and applicants for employment.
 - (6) The Contractor shall comply with Executive Order 11246, as amended, and the rules, regulations, and orders of the Secretary of Labor.
 - (7) The Contractor shall furnish to the contracting agency all information required by Executive Order 11246, as amended, and by the rules, regulations, and orders of the Secretary of Labor. The Contractor shall also file Standard Form 100 (EEO-1), or any successor form, as prescribed in 41 CFR part 60-1. Unless the Contractor has filed within the 12 months preceding the date of contract award, the Contractor shall, within 30 days after contract award, apply to either the regional Office of Federal Contract

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Compliance Programs (OFCCP) or the local office of the Equal Employment Opportunity Commission for the necessary forms.

- (8) The Contractor shall permit access to its premises, during normal business hours, by the contracting agency or the OFCCP for the purpose of conducting on-site compliance evaluations and complaint investigations. The Contractor shall permit the Government to inspect and copy any books, accounts, records (including computerized records), and other material that may be relevant to the matter under investigation and pertinent to compliance with Executive Order 11246, as amended, and rules and regulations that implement the Executive Order.
- (9) If the OFCCP determines that the Contractor is not in compliance with this clause or any rule, regulation, or order of the Secretary of Labor, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts, under the procedures authorized in Executive Order 11246, as amended. In addition, sanctions may be imposed and remedies invoked against the Contractor as provided in Executive Order 11246, as amended; in the rules, regulations, and orders of the Secretary of Labor; or as otherwise provided by law.
- (10) The Contractor shall include the terms and conditions of paragraphs (b)(1) through (11) of this clause in every subcontract or purchase order that is not exempted by the rules, regulations, or orders of the Secretary of Labor issued under Executive Order 11246, as amended, so that these terms and conditions will be binding upon each subcontractor or vendor.
- (11) The Contractor shall take such action with respect to any subcontract or purchase order as the Contracting Officer may direct as a means of enforcing these terms and conditions, including sanctions for noncompliance, provided, that if the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of any direction, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

- (c) Notwithstanding any other clause in this contract, disputes relative to this clause will be governed by the procedures in 41 CFR 60-1.1.

38. 52.222-24 -- PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE EVALUATION (FEB 1999)

(Applies to leases over \$10,000,000.)

If a contract in the amount of \$10 million or more will result from this solicitation, the prospective Contractor and its known first-tier subcontractors with anticipated subcontracts of \$10 million or more shall be subject to a preaward compliance evaluation by the Office of Federal Contract Compliance Programs (OFCCP), unless, within the preceding 24 months, OFCCP has conducted an evaluation and found the prospective Contractor and subcontractors to be in compliance with Executive Order 11246.

39. 52.222-21 -- PROHIBITION OF SEGREGATED FACILITIES (FEB 1999)

- (a) "Segregated facilities," as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.
- (b) The Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Opportunity clause in this contract.
- (c) The Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Opportunity clause of this contract.

40. 52.222-35 - EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA AND OTHER ELIGIBLE VETERANS (DEC 2001)

- (a) *Definitions.* As used in this clause-

"All employment openings" means all positions except executive and top management, those positions that will be filled from within the Contractor's organization, and positions lasting 3 days or

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less. This term includes full-time employment, temporary employment of more than 3 days duration, and part-time employment.

"Executive and top management" means any employee-

- (1) Whose primary duty consists of the management of the enterprise in which the individual is employed or of a customarily recognized department or subdivision thereof;
- (2) Who customarily and regularly directs the work of two or more other employees;
- (3) Who has the authority to hire or fire other employees or whose suggestions and recommendations as to the hiring or firing and as to the advancement and promotion or any other change of status of other employees will be given particular weight;
- (4) Who customarily and regularly exercises discretionary powers; and
- (5) Who does not devote more than 20 percent or, in the case of an employee of a retail or service establishment, who does not devote more than 40 percent of total hours of work in the work week to activities that are not directly and closely related to the performance of the work described in paragraphs (1) through (4) of this definition. This paragraph (5) does not apply in the case of an employee who is in sole charge of an establishment or a physically separated branch establishment, or who owns at least a 20 percent interest in the enterprise in which the individual is employed.

"Other eligible veteran" means any other veteran who served on active duty during a war or in a campaign or expedition for which a campaign badge has been authorized.

"Positions that will be filled from within the Contractor's organization" means employment openings for which the Contractor will give no consideration to persons outside the Contractor's organization (including any affiliates, subsidiaries, and parent companies) and includes any openings the Contractor proposes to fill from regularly established "recall" lists. The exception does not apply to a particular opening once an employer decides to consider applicants outside of its organization.

"Qualified special disabled veteran" means a special disabled veteran who satisfies the requisite skill, experience, education, and other job-related requirements of the employment position such veteran holds or desires, and who, with or without reasonable accommodation, can perform the essential functions of such position.

"Special disabled veteran" means-

- (1) A veteran who is entitled to compensation (or who but for the receipt of military retired pay would be entitled to compensation) under laws administered by the Department of Veterans Affairs for a disability-
 - (i) Rated at 30 percent or more; or
 - (ii) Rated at 10 or 20 percent in the case of a veteran who has been determined under 38 U.S.C. 3106 to have a serious employment handicap (i.e., a significant impairment of the veteran's ability to prepare for, obtain, or retain employment consistent with the veteran's abilities, aptitudes, and interests); or
- (2) A person who was discharged or released from active duty because of a service-connected disability.

"Veteran of the Vietnam era" means a person who-

- (1) Served on active duty for a period of more than 180 days and was discharged or released from active duty with other than a dishonorable discharge, if any part of such active duty occurred-
 - (i) In the Republic of Vietnam between February 28, 1961, and May 7, 1975; or
 - (ii) Between August 5, 1964, and May 7, 1975, in all other cases; or
- (2) Was discharged or released from active duty for a service-connected disability if any part of the active duty was performed-
 - (i) In the Republic of Vietnam between February 28, 1961, and May 7, 1975; or
 - (ii) Between August 5, 1964, and May 7, 1975, in all other cases.

(b) General.

- (1) The Contractor shall not discriminate against the individual because the individual is a special disabled veteran, a veteran of the Vietnam era, or other eligible veteran, regarding any position for which the employee or applicant for employment is qualified. The Contractor shall take affirmative action to employ, advance in employment, and otherwise treat qualified special disabled veterans, veterans of the Vietnam era, and other eligible veterans without discrimination based upon their disability or veterans' status in all employment practices such as-
 - (i) Recruitment, advertising, and job application procedures;
 - (ii) Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff and rehiring;

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- (iii) Rate of pay or any other form of compensation and changes in compensation;
 - (iv) Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists;
 - (v) Leaves of absence, sick leave, or any other leave;
 - (vi) Fringe benefits available by virtue of employment, whether or not administered by the Contractor;
 - (vii) Selection and financial support for training, including apprenticeship, and on-the-job training under 38 U.S.C. 3687, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training;
 - (viii) Activities sponsored by the Contractor including social or recreational programs; and
 - (ix) Any other term, condition, or privilege of employment.
- (2) The Contractor shall comply with the rules, regulations, and relevant orders of the Secretary of Labor issued under the Vietnam Era Veterans' Readjustment Assistance Act of 1972 (the Act), as amended (38 U.S.C. 4211 and 4212).

(c) *Listing openings.*

- (1) The Contractor shall immediately list all employment openings that exist at the time of the execution of this contract and those which occur during the performance of this contract, including those not generated by this contract, and including those occurring at an establishment of the Contractor other than the one where the contract is being performed, but excluding those of independently operated corporate affiliates, at an appropriate local public employment service office of the State wherein the opening occurs. Listing employment openings with the U.S. Department of Labor's America's Job Bank shall satisfy the requirement to list jobs with the local employment service office.
- (2) The Contractor shall make the listing of employment openings with the local employment service office at least concurrently with using any other recruitment source or effort and shall involve the normal obligations of placing a bona fide job order, including accepting referrals of veterans and nonveterans. This listing of employment openings does not require hiring any particular job applicant or hiring from any particular group of job applicants and is not intended to relieve the Contractor from any requirements of Executive orders or regulations concerning nondiscrimination in employment.
- (3) Whenever the Contractor becomes contractually bound to the listing terms of this clause, it shall advise the State public employment agency in each State where it has establishments of the name and location of each hiring location in the State. As long as the Contractor is contractually bound to these terms and has so advised the State agency, it need not advise the State agency of subsequent contracts. The Contractor may advise the State agency when it is no longer bound by this contract clause.

(d) *Applicability.* This clause does not apply to the listing of employment openings that occur and are filled outside the 50 States, the District of Columbia, the Commonwealth of Puerto Rico, the Commonwealth of the Northern Mariana Islands, American Samoa, Guam, the Virgin Islands of the United States, and Wake Island.

(e) *Postings.*

- (1) The Contractor shall post employment notices in conspicuous places that are available to employees and applicants for employment.
- (2) The employment notices shall-
 - (i) State the rights of applicants and employees as well as the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified employees and applicants who are special disabled veterans, veterans of the Vietnam era, and other eligible veterans; and
 - (ii) Be in a form prescribed by the Deputy Assistant Secretary for Federal Contract Compliance Programs, Department of Labor (Deputy Assistant Secretary of Labor), and provided by or through the Contracting Officer.
- (3) The Contractor shall ensure that applicants or employees who are special disabled veterans are informed of the contents of the notice (e.g., the Contractor may have the notice read to a visually disabled veteran, or may lower the posted notice so that it can be read by a person in a wheelchair).
- (4) The Contractor shall notify each labor union or representative of workers with which it has a collective bargaining agreement, or other contract understanding, that the Contractor is bound by the terms of the Act and is committed to take affirmative action to employ, and advance in employment, qualified special disabled veterans, veterans of the Vietnam era, and other eligible veterans.

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- (f) *Noncompliance.* If the Contractor does not comply with the requirements of this clause, the Government may take appropriate actions under the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
- (g) *Subcontracts.* The Contractor shall insert the terms of this clause in all subcontracts or purchase orders of \$25,000 or more unless exempted by rules, regulations, or orders of the Secretary of Labor. The Contractor shall act as specified by the Deputy Assistant Secretary of Labor to enforce the terms, including action for noncompliance.

41. 52.222-36 - AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (JUN 1998)

(a) General.

- (1) Regarding any position for which the employee or applicant for employment is qualified, the Contractor shall not discriminate against any employee or applicant because of physical or mental disability. The Contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified individuals with disabilities without discrimination based upon their physical or mental disability in all employment practices such as--
 - (i) Recruitment, advertising, and job application procedures;
 - (ii) Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff, and rehiring;
 - (iii) Rates of pay or any other form of compensation and changes in compensation;
 - (iv) Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists;
 - (v) Leaves of absence, sick leave, or any other leave;
 - (vi) Fringe benefits available by virtue of employment, whether or not administered by the Contractor;
 - (vii) Selection and financial support for training, including apprenticeships, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training
 - (viii) Activities sponsored by the Contractor, including social or recreational programs; and
 - (ix) Any other term, condition, or privilege of employment.
- (2) The Contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor (Secretary) issued under the Rehabilitation Act of 1973 (29 USC 793) (the Act), as amended.

(b) Postings.

- (1) The Contractor agrees to post employment notices stating (i) the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified individuals with disabilities and (ii) the rights of applicants and employees.
- (2) These notices shall be posted in conspicuous places that are available to employees and applicants for employment. The Contractor shall ensure that applicants and employees with disabilities are informed of the contents of the notice (e.g., the Contractor may have the notice read to a visually disabled individual, or may lower the posted notice so that it might be read by a person in a wheelchair). The notices shall be in a form prescribed by the Deputy Assistant Secretary for Federal Contract Compliance of the U.S. Department of Labor (Deputy Assistant Secretary) and shall be provided by or through the Contracting Officer.
- (3) The Contractor shall notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of Section 503 of the Act and is committed to take affirmative action to employ, and advance in employment, qualified individuals with physical or mental disabilities.

- (c) *Noncompliance.* If the Contractor does not comply with the requirements of this clause, appropriate actions may be taken under the rules, regulations, and relevant orders of the Secretary issued pursuant to the Act.
- (d) *Subcontracts.* The Contractor shall include the terms of this clause in every subcontract or purchase order in excess of \$10,000 unless exempted by rules, regulations, or orders of the Secretary. The Contractor shall act as specified by the Director to enforce the terms, including action for noncompliance.

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42. 52.222-37 - EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA AND OTHER ELIGIBLE VETERANS (DEC 2001)

- (a) Unless the Contractor is a State or local government agency, the Contractor shall report at least annually, as required by the Secretary of Labor, on-
- (1) The number of special disabled veterans, the number of veterans of the Vietnam era, and other eligible veterans in the workforce of the Contractor by job category and hiring location; and
 - (2) The total number of new employees hired during the period covered by the report, and of the total, the number of special disabled veterans, the number of veterans of the Vietnam era, and the number of other eligible veterans; and
 - (3) The maximum number and the minimum number of employees of the Contractor during the period covered by the report.
- (b) The Contractor shall report the above items by completing the Form VETS-100, entitled "Federal Contractor Veterans' Employment Report (VETS-100 Report)".
- (c) The Contractor shall submit VETS-100 Reports no later than September 30 of each year beginning September 30, 1988.
- (d) The employment activity report required by paragraph (a)(2) of this clause shall reflect total hires during the most recent 12-month period as of the ending date selected for the employment profile report required by paragraph (a)(1) of this clause. Contractors may select an ending date-
- (1) As of the end of any pay period between July 1 and August 31 of the year the report is due; or
 - (2) As of December 31, if the Contractor has prior written approval from the Equal Employment Opportunity Commission to do so for purposes of submitting the Employer Information Report EEO-1 (Standard Form 100).
- (e) The Contractor shall base the count of veterans reported according to paragraph (a) of this clause on voluntary disclosure. Each Contractor subject to the reporting requirements at 38 U.S.C. 4212 shall invite all special disabled veterans, veterans of the Vietnam era, and other eligible veterans who wish to benefit under the affirmative action program at 38 U.S.C. 4212 to identify themselves to the Contractor. The invitation shall state that-
- (1) The information is voluntarily provided;
 - (2) The information will be kept confidential;
 - (3) Disclosure or refusal to provide the information will not subject the applicant or employee to any adverse treatment; and
 - (4) The information will be used only in accordance with the regulations promulgated under 38 U.S.C. 4212.
- (f) The Contractor shall insert the terms of this clause in all subcontracts or purchase orders of \$25,000 or more unless exempted by rules, regulations, or orders of the Secretary of Labor.

43. 52.209-6 - PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (JUL 1995)

- (a) The Government suspends or debar Contractors to protect the Government's interests. Contractors shall not enter into any subcontract in excess of the small purchase limitation at FAR 13.000 with a Contractor that has been debarred, suspended, or proposed for debarment unless there is a compelling reason to do so.
- (b) The Contractor shall require each proposed first-tier subcontractor, whose subcontract will exceed the small purchase limitation at FAR 13.000, to disclose to the Contractor, in writing, whether as of the time of award of the subcontract, the subcontractor, or its principals, is or is not debarred, suspended, or proposed for debarment by the Federal Government.
- (c) A corporate officer or designee of the Contractor shall notify the Contracting Officer, in writing, before entering into a subcontract with a party that is debarred, suspended or proposed for debarment (See FAR 9.404 for information on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs). The notice must include the following:
- (1) The name of the subcontractor,
 - (2) The Contractor's knowledge of the reasons for the subcontractor being on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs;

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- (3) The compelling reason(s) for doing business with the subcontractor notwithstanding its inclusion on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs;
- (4) The systems and procedures the Contractor has established to ensure that it is fully protecting the Government's interests when dealing with such subcontractor in view of the specific basis for the party's debarment, suspension, or proposed debarment.

44. 52.215-12 - SUBCONTRACTOR COST OR PRICING DATA (OCT 1997)

(Applies when the clause at FAR 52.215-10 is applicable.)

- (a) Before awarding any subcontract expected to exceed the threshold for submission of cost or pricing data at FAR 15.403-4, on the date of agreement on price or the date of award, which ever is later; or before pricing any subcontract modification involving a pricing adjustment expected to exceed the threshold for submission of cost or pricing data at FAR 15.403-4, the Contractor shall require the subcontractor to submit cost or pricing data (actually or by specific identification in writing), unless an exception under FAR 15.403-1 applies.
- (b) The Contractor shall require the subcontractor to certify in substantially the form prescribed in FAR 15.406-2 that, to the best of its knowledge and belief, the data submitted under paragraph (a) of this clause were accurate, complete, and current as of the date of agreement on the negotiated price of the subcontract or subcontract modification.
- (c) In each subcontract that exceeds the threshold for submission of cost or pricing data at FAR 15.403-4, when entered into, the Contractor shall insert either--
 - (1) The substance of this clause, including this paragraph (c), if paragraph (a) of this clause requires submission of cost or pricing data for the subcontract; or
 - (2) The substance of the clause at FAR 52.215-13, Subcontractor Cost or Pricing Data -- Modifications.

45. 52.219-8 - UTILIZATION OF SMALL BUSINESS CONCERNS (OCT 2000)

(Applies to leases over \$100,000 average net annual rental, including option periods.)

- (a) It is the policy of the United States that small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns, and women-owned small business concerns shall have the maximum practicable opportunity to participate in performing contracts let by any Federal agency, including contracts and subcontracts for subsystems, assemblies, components, and related services for major systems. It is further the policy of the United States that its prime contractors establish procedures to ensure the timely payment of amounts due pursuant to the terms of their subcontracts with small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns, and women-owned small business concerns.
- (b) The Contractor hereby agrees to carry out this policy in the awarding of subcontracts to the fullest extent consistent with efficient contract performance. The Contractor further agrees to cooperate in any studies or surveys as may be conducted by the United States Small Business Administration or the awarding agency of the United States as may be necessary to determine the extent of the Contractor's compliance with this clause.
- (c) Definitions. As used in this contract --

HUBZone small business concern means a small business concern that appears on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration.

Service-disabled veteran-owned small business concern --

- (1) Means a small business concern --
 - (i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and
 - (ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

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- (2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

Small business concern means a small business as defined pursuant to Section 3 of the Small Business Act and relevant regulations promulgated pursuant thereto.

Small disadvantaged business concern means a small business concern that represents, as part of its offer that –

- (1) It has received certification as a small disadvantaged business concern consistent with 13 CFR part 124, Subpart B;
- (2) No material change in disadvantaged ownership and control has occurred since its certification;
- (3) Where the concern is owned by one or more individuals, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and
- (4) It is identified, on the date of its representation, as a certified small disadvantaged business in the database maintained by the Small Business Administration (PRO-Net).

"Veteran-owned small business concern" means a small business concern –

- (1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and
- (2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern" means a small business concern –

- (1) That is at least 51 percent owned by one or more women, or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and
 - (2) Whose management and daily business operations are controlled by one or more women.
- (d) Contractors acting in good faith may rely on written representations by their subcontractors regarding their status as a small business concern, a veteran-owned small business concern, a service-disabled veteran-owned small business concern, a HUBZone small business concern, a small disadvantaged business concern, or a women-owned small business concern.

46. 52.219-9 – SMALL BUSINESS SUBCONTRACTING PLAN (JAN 2002)

(Applies to leases over \$500,000.)

- (a) This clause does not apply to small business concerns.
- (b) *Definitions.* As used in this clause-

"Commercial item" means a product or service that satisfies the definition of commercial item in section 2.101 of the Federal Acquisition Regulation.

"Commercial plan" means a subcontracting plan (including goals) that covers the offeror's fiscal year and that applies to the entire production of commercial items sold by either the entire company or a portion thereof (e.g., division, plant, or product line).

"Individual contract plan" means a subcontracting plan that covers the entire contract period (including option periods), applies to a specific contract, and has goals that are based on the offeror's planned subcontracting in support of the specific contract, except that indirect costs incurred for common or joint purposes may be allocated on a prorated basis to the contract.

"Master plan" means a subcontracting plan that contains all the required elements of an individual contract plan, except goals, and may be incorporated into individual contract plans, provided the master plan has been approved.

"Subcontract" means any agreement (other than one involving an employer-employee relationship) entered into by a Federal Government prime Contractor or subcontractor calling for supplies or services required for performance of the contract or subcontract.

- (c) The offeror, upon request by the Contracting Officer, shall submit and negotiate a subcontracting plan, where applicable, that separately addresses subcontracting with small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business concerns, small disadvantaged business, and women-owned small

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business concerns. If the offeror is submitting an individual contract plan, the plan must separately address subcontracting with small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns, with a separate part for the basic contract and separate parts for each option (if any). The plan shall be included in and made a part of the resultant contract. The subcontracting plan shall be negotiated within the time specified by the Contracting Officer. Failure to submit and negotiate the subcontracting plan shall make the offeror ineligible for award of a contract.

(d) The offeror's subcontracting plan shall include the following:

- (1) Goals, expressed in terms of percentages of total planned subcontracting dollars, for the use of small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns as subcontractors. The offeror shall include all subcontracts that contribute to contract performance, and may include a proportionate share of products and services that are normally allocated as indirect costs.
- (2) A statement of-
 - (i) Total dollars planned to be subcontracted for an individual contract plan; or the offeror's total projected sales, expressed in dollars, and the total value of projected subcontracts to support the sales for a commercial plan;
 - (ii) Total dollars planned to be subcontracted to small business concerns;
 - (iii) Total dollars planned to be subcontracted to veteran-owned small business concerns;
 - (iv) Total dollars planned to be subcontracted to service-disabled veteran-owned small business;
 - (v) Total dollars planned to be subcontracted to HUBZone small business concerns;
 - (vi) Total dollars planned to be subcontracted to small disadvantaged business concerns; and
 - (vii) Total dollars planned to be subcontracted to women-owned small business concerns.
- (3) A description of the principal types of supplies and services to be subcontracted, and an identification of the types planned for subcontracting to-
 - (i) Small business concerns;
 - (ii) Veteran-owned small business concerns;
 - (iii) Service-disabled veteran-owned small business concerns;
 - (iv) HUBZone small business concerns;
 - (v) Small disadvantaged business concerns; and
 - (vi) Women-owned small business concerns.
- (4) A description of the method used to develop the subcontracting goals in paragraph (d)(1) of this clause.
- (5) A description of the method used to identify potential sources for solicitation purposes (e.g., existing company source lists, the Procurement Marketing and Access Network (PRO-Net) of the Small Business Administration (SBA), veterans service organizations, the National Minority Purchasing Council Vendor Information Service, the Research and Information Division of the Minority Business Development Agency in the Department of Commerce, or small, HUBZone, small disadvantaged, and women-owned small business trade associations). A firm may rely on the information contained in PRO-Net as an accurate representation of a concern's size and ownership characteristics for the purposes of maintaining a small, veteran-owned small, service-disabled veteran-owned small, HUBZone small, small disadvantaged, and women-owned small business source list. Use of PRO-Net as its source list does not relieve a firm of its responsibilities (e.g., outreach, assistance, counseling, or publicizing subcontracting opportunities) in this clause.
- (6) A statement as to whether or not the offeror included indirect costs in establishing subcontracting goals, and a description of the method used to determine the proportionate share of indirect costs to be incurred with-
 - (i) Small business concerns;
 - (ii) Veteran-owned small business concerns;
 - (iii) Service-disabled veteran-owned small business concerns;
 - (iv) HUBZone small business concerns;
 - (v) Small disadvantaged business concerns; and
 - (vi) Women-owned small business concerns.
- (7) The name of the individual employed by the offeror who will administer the offeror's subcontracting program, and a description of the duties of the individual.
- (8) A description of the efforts the offeror will make to assure that small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns have an equitable opportunity to compete for subcontracts.

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- (9) Assurances that the offeror will include the clause of this contract entitled "Utilization of Small Business Concerns" in all subcontracts that offer further subcontracting opportunities, and that the offeror will require all subcontractors (except small business concerns) that receive subcontracts in excess of \$500,000 (\$1,000,000 for construction of any public facility) to adopt a subcontracting plan that complies with the requirements of this clause.
- (10) Assurances that the offeror will-
- (i) Cooperate in any studies or surveys as may be required;
 - (ii) Submit periodic reports so that the Government can determine the extent of compliance by the offeror with the subcontracting plan;
 - (iii) Submit Standard Form (SF) 294, Subcontracting Report for Individual Contracts, and/or SF 295, Summary Subcontract Report, in accordance with paragraph (j) of this clause. The reports shall provide information on subcontract awards to small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns, women-owned small business concerns, and Historically Black Colleges and Universities and Minority Institutions. Reporting shall be in accordance with the instructions on the forms or as provided in agency regulations.
 - (iv) Ensure that its subcontractors agree to submit SF 294 and SF 295.
- (11) A description of the types of records that will be maintained concerning procedures that have been adopted to comply with the requirements and goals in the plan, including establishing source lists; and a description of the offeror's efforts to locate small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns and award subcontracts to them. The records shall include at least the following (on a plant-wide or company-wide basis, unless otherwise indicated):
- (i) Source lists (e.g., PRO-Net), guides, and other data that identify small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns.
 - (ii) Organizations contacted in an attempt to locate sources that are small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, or women-owned small business concerns.
 - (iii) Records on each subcontract solicitation resulting in an award of more than \$100,000, indicating-
 - (A) Whether small business concerns were solicited and, if not, why not;
 - (B) Whether veteran-owned small business concerns were solicited and, if not, why not;
 - (C) Whether service-disabled veteran-owned small business concerns were solicited and, if not, why not;
 - (D) Whether HUBZone small business concerns were solicited and, if not, why not;
 - (E) Whether small disadvantaged business concerns were solicited and, if not, why not;
 - (F) Whether women-owned small business concerns were solicited and, if not, why not; and
 - (G) If applicable, the reason award was not made to a small business concern.
 - (iv) Records of any outreach efforts to contact-
 - (A) Trade associations;
 - (B) Business development organizations;
 - (C) Conferences and trade fairs to locate small, HUBZone small, small disadvantaged, and women-owned small business sources; and
 - (D) Veterans service organizations.
 - (v) Records of internal guidance and encouragement provided to buyers through-
 - (A) Workshops, seminars, training, etc.; and
 - (B) Monitoring performance to evaluate compliance with the program's requirements.
 - (vi) On a contract-by-contract basis, records to support award data submitted by the offeror to the Government, including the name, address, and business size of each subcontractor. Contractors having commercial plans need not comply with this requirement.
- (e) In order to effectively implement this plan to the extent consistent with efficient contract performance, the Contractor shall perform the following functions:
- (1) Assist small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and

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women-owned small business concerns by arranging solicitations, time for the preparation of bids, quantities, specifications, and delivery schedules so as to facilitate the participation by such concerns. Where the Contractor's lists of potential small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business subcontractors are excessively long, reasonable effort shall be made to give all such small business concerns an opportunity to compete over a period of time.

- (2) Provide adequate and timely consideration of the potentialities of small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns in all "make-or-buy" decisions.
 - (3) Counsel and discuss subcontracting opportunities with representatives of small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business firms.
 - (4) Provide notice to subcontractors concerning penalties and remedies for misrepresentations of business status as small, veteran-owned small business, HUBZone small, small disadvantaged, or women-owned small business for the purpose of obtaining a subcontract that is to be included as part or all of a goal contained in the Contractor's subcontracting plan.
- (f) A master plan on a plant or division-wide basis that contains all the elements required by paragraph (d) of this clause, except goals, may be incorporated by reference as a part of the subcontracting plan required of the offeror by this clause; provided-
- (1) The master plan has been approved;
 - (2) The offeror ensures that the master plan is updated as necessary and provides copies of the approved master plan, including evidence of its approval, to the Contracting Officer; and
 - (3) Goals and any deviations from the master plan deemed necessary by the Contracting Officer to satisfy the requirements of this contract are set forth in the individual subcontracting plan.
- (g) A commercial plan is the preferred type of subcontracting plan for contractors furnishing commercial items. The commercial plan shall relate to the offeror's planned subcontracting generally, for both commercial and Government business, rather than solely to the Government contract. Commercial plans are also preferred for subcontractors that provide commercial items under a prime contract, whether or not the prime contractor is supplying a commercial item.
- (h) Prior compliance of the offeror with other such subcontracting plans under previous contracts will be considered by the Contracting Officer in determining the responsibility of the offeror for award of the contract.
- (i) The failure of the Contractor or subcontractor to comply in good faith with-
- (1) The clause of this contract entitled "Utilization Of Small Business Concerns;" or
 - (2) An approved plan required by this clause, shall be a material breach of the contract.
- (j) The Contractor shall submit the following reports:
- (1) *Standard Form 294, Subcontracting Report for Individual Contracts.* This report shall be submitted to the Contracting Officer semiannually and at contract completion. The report covers subcontract award data related to this contract. This report is not required for commercial plans.
 - (2) *Standard Form 295, Summary Subcontract Report.* This report encompasses all of the contracts with the awarding agency. It must be submitted semi-annually for contracts with the Department of Defense and annually for contracts with civilian agencies. If the reporting activity is covered by a commercial plan, the reporting activity must report annually all subcontract awards under that plan. All reports submitted at the close of each fiscal year (both individual and commercial plans) shall include a breakout, in the Contractor's format, of subcontract awards, in whole dollars, to small disadvantaged business concerns by North American Industry Classification System (NAICS) Industry Subsector. For a commercial plan, the Contractor may obtain from each of its subcontractors a predominant NAICS Industry Subsector and report all awards to that subcontractor under its predominant NAICS Industry Subsector.

47. 52.219-16 LIQUIDATED DAMAGES - SUBCONTRACTING PLAN (JAN 1999)

- (a) Failure to make a good faith effort to comply with the subcontracting plan, as used in this clause, means a willful or intentional failure to perform in accordance with the requirements of

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the subcontracting plan approved under the clause in this contract entitled "Small Business Subcontracting Plan," or willful or intentional action to frustrate the plan.

- (b) Performance shall be measured by applying the percentage goals to the total actual subcontracting dollars or, if a commercial plan is involved, to the pro rata share of actual subcontracting dollars attributable to Government contracts covered by the commercial plan. If, at contract completion or, in the case of a commercial plan, at the close of the fiscal year for which the plan is applicable, the Contractor has failed to meet its subcontracting goals and the Contracting Officer decides in accordance with paragraph (c) of this clause that the Contractor failed to make a good faith effort to comply with its subcontracting plan, established in accordance with the clause in this contract entitled "Small Business Subcontracting Plan," the Contractor shall pay the Government liquidated damages in an amount stated. The amount of probable damages attributable to the Contractor's failure to comply shall be an amount equal to the actual dollar amount by which the Contractor failed to achieve each subcontract goal.
- (c) Before the Contracting Officer makes a final decision that the Contractor has failed to make such good faith effort, the Contracting Officer shall give the Contractor written notice specifying the failure and permitting the Contractor to demonstrate what good faith efforts have been made and to discuss the matter. Failure to respond to the notice may be taken as an admission that no valid explanation exists. If, after consideration of all the pertinent data, the Contracting Officer finds that the Contractor failed to make a good faith effort to comply with the subcontracting plan, the Contracting Officer shall issue a final decision to that effect and require that the Contractor pay the Government liquidated damages as provided in paragraph (b) of this clause.
- (d) With respect to commercial plans, the Contracting Officer who approved the plan will perform the functions of the Contracting Officer under this clause on behalf of all agencies with contracts covered by the commercial plan.
- (e) The Contractor shall have the right of appeal, under the clause in this contract entitled Disputes, from any final decision of the Contracting Officer.
- (f) Liquidated damages shall be in addition to any other remedies that the Government may have.

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REPRESENTATIONS AND CERTIFICATIONS (Acquisition of Leasehold Interests in Real Property)	Solicitation Number 03-028	Dated 1/25/04
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Complete appropriate boxes, sign the form, and attach to offer.

The Offeror makes the following Representations and Certifications. NOTE: The "Offeror," as used on this form, is the owner of the property offered, not an individual or agent representing the owner.

1. 52.219-1 - SMALL BUSINESS PROGRAM REPRESENTATIONS (APR 2002)

- (a) (1) The North American Industry Classification System (NAICS) code for this acquisition is 831190.
 (2) The small business size standard is \$17.5 Million.
 (3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations.

- (1) The offeror represents as part of its offer that it [] is, [X] is not a small business concern.
 (2) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents, for general statistical purposes, that it [] is, [] is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.
 (3) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents as part of its offer that it [] is, [] is not a women-owned small business concern.
 (4) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents as part of its offer that it [] is, [] is not a veteran-owned small business concern.
 (5) [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.] The offeror represents as part of its offer that it [] is, [] is not a service-disabled veteran-owned small business concern.
 (6) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents, as part of its offer, that:
 (i) It [] is, [] is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small-Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 128; and
 (ii) It [] is, [] is not a joint venture that complies with the requirements of 13 CFR part 128, and the representation in paragraph (b)(6)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: _____] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(c) Definitions. As used in this provision-

"Service-disabled veteran-owned small business concern"-

- (1) Means a small business concern-
 (i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and
 (ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.
 (2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (a) of this provision.

"Veteran-owned small business concern" means a small business concern-

- (1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and
 (2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern" means a small business concern-

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- (1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and
- (2) Whose management and daily business operations are controlled by one or more women.

(d) Notice.

- (1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.
- (2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall-
 - (i) Be punished by imposition of fine, imprisonment, or both;
 - (ii) Be subject to administrative remedies, including suspension and debarment; and
 - (iii) Be ineligible for participation in programs conducted under the authority of the Act.

2. 52.204-5 - WOMEN-OWNED BUSINESS (OTHER THAN SMALL BUSINESS) (MAY 1999)

- (a) *Definition.* "Women-owned business concern," as used in this provision, means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.
- (b) *Representation.* [Complete only if the offeror is a women-owned business concern and has not represented itself as a small business concern in paragraph (b)(1) of FAR 52.219-1, Small Business Program Representations, of this solicitation.] The offeror represents that it [] is a women-owned business concern.

3. 52.222-22 - PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999)

The Offeror represents that -

- (a) It [] has, [X] has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;
- (b) It [] has, [X] has not filed all required compliance reports; and
- (c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards. (Approved by OMB under Control Number 1215-0072.)

4. 52.222-25 - AFFIRMATIVE ACTION COMPLIANCE (APR 1984)

The Offeror represents that -

- (a) It [] has developed and has on file, [X] has not developed and does not have on file, at each establishment affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or
- (b) It [X] has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor. (Approved by OMB under Control Number 1215-0072.)

5. 52.203-02 - CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (APR 1985)

(Applies to leases over \$100,000 average net annual rental, including option periods.)

(a) The Offeror certifies that--

- (1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other Offeror or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods or factors used to calculate the prices offered;
- (2) The prices in this offer have not been and will not be knowingly disclosed by the Offeror, directly or indirectly, to any other Offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and
- (3) No attempt has been made or will be made by the Offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory--

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- (1) Is the person in the Offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or
- (2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above: Daniel B. Kohlhepp, President
 (Insert full name of person(s) in the Offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the Offeror's organization);
- (ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and
- (iii) As an agent, has not personally participated, and will not participate, in action contrary to subparagraphs (a)(1) through (a)(3) above.
- (c) If the Offeror deletes or modifies subparagraph (a)(2) above, the Offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.
6. 52.203-11 - CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (APR 1991)
- (Applies to leases over \$100,000.)
- (a) The definitions and prohibitions contained in the clause, at FAR 52.203-12, Limitation on Payments to Influence Certain Federal Transactions, are hereby incorporated by reference in paragraph (b) of this certification.
- (b) The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989,-
- (1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of a contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
- (2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB standard form L.L. Disclosure of Lobbying Activities, to the Contracting Officer; and
- (3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.
- (c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.
7. 52.209-5 - CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (DEC 2001)

(Applies to leases over \$100,000 average net annual rental, including option periods.)

- (a) (1) The Offeror certifies, to the best of its knowledge and belief, that-
- (i) The Offeror and/or any of its Principals-
- (A) Are ☐ are not ☒ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;
- (B) Have ☐ have not ☒, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and
- (C) Are ☐ are not ☒ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision.
- (ii) The Offeror has ☐ has not ☒, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

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- (2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

- (b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.
- (d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- (e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

8. 52.204-3 - TAXPAYER IDENTIFICATION (OCT 1998)

(a) Definitions.

"Common parent," as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

"Taxpayer Identification Number (TIN)," as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

- (b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.
- (c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.
- (d) Taxpayer Identification Number (TIN).

☒ (b) (4) [REDACTED]
TIN has been applied for.
TIN is not required because:

- ☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;
- ☐ Offeror is an agency or instrumentality of a foreign government;
- ☐ Offeror is an agency or instrumentality of the Federal government;

(e) Type of organization.

- ☐ Sole proprietorship;
☐ Partnership;
☒ Corporate entity (not tax-exempt);
☐ Corporate entity (tax-exempt);

- ☐ Government entity (Federal, State, or local);
☐ Foreign government;
☐ International organization per 26 CFR 1.6049-4;
☐ Other _____

(f) Common Parent.

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[] Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

[X] Name and TIN of common parent:

Name Duke Energy Corporation

TIN (b) (4)

9. 52.204-6 DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER (JUN 1999).

(a) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" followed by the DUNS number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number is a nine-digit number assigned by Dun and Bradstreet Information Services.

(b) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. A DUNS number will be provided immediately by telephone at no charge to the offeror. For information on obtaining a DUNS number, the offeror, if located within the United States, should call Dun and Bradstreet at 1-800-333-0505. The offeror should be prepared to provide the following information:

- (1) Company name.
- (2) Company address.
- (3) Company telephone number.
- (4) Line of business.
- (5) Chief executive officer/key manager.
- (6) Date the company was started.
- (7) Number of people employed by the company.
- (8) Company affiliation.

(c) Offerors located outside the United States may obtain the location and phone number of the local Dun and Bradstreet Information Services office from the Internet home page at <http://www.customerservice@dnb.com/>. If an offeror is unable to locate a local service center, it may send an e-mail to Dun and Bradstreet at <mailto:globalinfo@mail.dnb.com>.

DUNS: (b) (4)

OFFEROR OR AUTHORIZED REPRESENTATIVE	Name and Address (Including ZIP Code) Daniel B. Kohlhepp President Crescent Potomac Yard Development, LLC 2805 S. Crystal Drive Arlington, VA 22202	Telephone Number 703-416-4443
	Signature <u>(b) (6)</u>	Date <u>April 29, 2004</u> 3/3/04

INITIALS: DBK
LESSOR

& [Signature]
GOVERNMENT

RIDER TO LEASE NO. GS-11B-01719

THIS RIDER TO LEASE (the "Rider") is hereby incorporated and made part of GSA Lease No. GS-11B-01719 entered into by and between Crescent Potomac Yard Development, LLC, (the "Lessor"), and UNITED STATES OF AMERICA (the "Government").

1. General Provisions. All defined terms in this Rider shall have the same meaning as in the Lease, except as otherwise noted. Except as amended and modified by this Rider, all of the terms, covenants, conditions, and agreements of the Lease shall remain in full force and effect. In the event of a conflict between the SFO and this Rider, the Rider shall govern.

2. Default by Lessor – Lender Notice. Notwithstanding any other contrary provision in this Lease, in each and every case where the Government may terminate this Lease, or in the event of any default under this Lease by Lessor that may result in or lead to the termination of this Lease by the Government, no such termination or decision to terminate shall be effective or otherwise enforceable unless the Government has first provided written notice to the Lessor's lender, as such lender has been identified by the Lessor, at the same time such notice is provided to the Lessor, of the specific failure or default upon which such termination would be based, together with a reasonable opportunity in which to cure any such default, which opportunity to cure shall be concurrent with Lessor's opportunity to cure hereunder. The Government agrees not to terminate this Lease in the event that the Lessor's lender is diligently pursuing a cure to the noticed default in the best means practicable under the circumstances, including any action by the lender to take possession of the premises in order to effect the desired cure.

3. Right of Examination. This shall be a secured facility and no unauthorized visitors shall be permitted access by the government. Notwithstanding the foregoing, upon prior notice of at least twenty-four business hours, and in accordance with procedures provided by the Government in consideration of its security needs, Lessor and its agents shall be permitted to enter the premises to show them to prospective purchasers, lenders, or anyone having a prospective financial interest in the building. Notwithstanding the foregoing, the Government reserves the right to refuse the Lessor's requested time for entry and to limit the number of tours within a specified period due to scheduling conflicts or to otherwise accommodate the needs of the Government.

4. Additional Force Majeure. The Lessor shall not be liable or responsible for, and therefore shall be excluded from the computation of the Lessor's time for performance and any delays due to the failure of Arlington County to accept fill dirt as specified in the covenant attached to the property, which delay, if it occurs, shall be Excusable Delay under this Lease. The Excusable Delay for this fill dirt transfer shall for no reason exceed more than 30 calendar days in duration from the date of initial Delay.

Handwritten signature and initials, likely representing the Lessor or Government representative.

5. Completion and Acceptance of Leased Premises. The Lessor and the Government agree that the desired result of the design and construction process is the timely and accurate completion of the Leased Premises so that the Tenant Agency may move expeditiously thereto. As stated in this lease, during the course of completing the Leased Premises, the Lessor shall provide the Government with access to the space at such reasonable times and for such reasonable durations as are coordinated with the Lessor's general contractor and identified in the updated construction schedule for the purpose of installing the Government's phone and data cabling and such other furniture, fixtures and equipment ("FFE") as are required for the occupancy of the premises by the tenant agency. The Government shall be responsible for (i) obtaining any permits, licenses or other governmental approvals required for the installation of its cabling and/or FFE, (ii) completing its installations on a timely basis and (iii) any damage to the building or the premises caused by the Government, its agents, employees and contractors. The Government shall provide copies of any permits, licenses or other approvals required by local codes and ordinances to the Lessor prior to performing the work covered thereby.

6. Base Building Design & Changes. The Lessor has previously completed the design of the base building, obtained an approved site plan, and applied for a building permit to construct the base building prior to execution of this Lease. Within thirty (30) working days of Lease execution by the Government, however, the lessor shall amend the approved plans for the base building to incorporate the required changes necessary to meet the Lessor's Response to the Lease Security Operating Standards set forth in Exhibit E, the Special Requirements set forth in Exhibit F, and the Lessor's approved LEED scorecard attached as Exhibit D to the Lease. The Lessor shall provide such amended plans for the base building to the Government at the time such plans are completed, and the Government shall have an opportunity to review the amended plans and provide comments within fifteen (15) working days of receipt of the plans from the Lessor. Further, the Government desires to have an option to request changes to the base building, without such changes being deemed a Government Delay under the Lease. Accordingly, the parties hereby acknowledge and agree that any changes to the base building requested by the Government during the first forty-five (45) working days after Lease execution will be performed by the Lessor with the express understanding that the additional time of performance required by such changes will not be a Government Delay. In the case of any such changes to the base building timely requested in the first forty-five (45) working day period, the Government shall be responsible for any increased design, development or construction costs as the result of such base building changes, and any delays incurred by the Lessor as the result of these changes shall be deemed as force majeure resulting in an extension of time without acceleration of the rent commencement date. In the event that the Government desires to make any changes to the approved base building plans or the Lessor's amended plans after the first forty-five (45) working day period, however, then the Government shall be responsible for any increased design, development or construction costs as the result of such base building changes, and any delays incurred by the Lessor as the result of the Government's base building changes shall be deemed Government Delay as defined in this Lease.

7. Construction Schedule. The Lessor's Construction Schedule, as set forth in Exhibit C, is attached hereto and made part of this Lease. This Construction Schedule demonstrates the Lessor's plans for design and construction of the base building as well as the Tenant Improvements, and is intended to be the final agreement between the parties as to the

obligations of each regarding the timing for design and construction of the Leased Premises. The Lessor will rely on the delivery of the proposed Program of Requirements for the tenant spaces as the Government's approved space requirements for the commencement of the Tenant Improvement Design Intent Drawings.

8. LEED Rating. As provided in Section 1.9.A.16 of the SFO, as amended, the Lessor is required to achieve a minimum LEED rating of "Silver" for the building and site design, including all mandatory prerequisites and EPA required options. The Lessor's LEED Scorecard, Exhibit D of this Lease, achieves a LEED rating of "Silver," which the Government hereby accepts as meeting the minimum requirements of this Lease. Notwithstanding the provisions of Section 1.9.A.16 of the SFO, or any related provision of this Lease, the parties hereby acknowledge and agree that the Lessor shall not be penalized or otherwise deemed to be in default of the LEED required "Silver" rating in the event that the actual scoring is less than the required 33 points because the Government's tenant improvements do not conform to the goals set forth in the Lessor's Scorecard, thereby resulting in a lower than "Silver" rating.

9. Architectural Fees. The Lessor has agreed to credit the Government for the cost of architectural fees related to the Government's design intent drawings. The estimated amount has been determined to be \$1.75 per ANSI/BOMA Office Area. The Lessor shall credit the Government an amount of \$148,750.00 in the form of additional tenant improvement allowance.

10. Retail Use. A minimum of 6,000 Rentable Square Feet (RSF) on the 1st floor of Two Potomac Yard shall be designed to meet the PDSP requirements of Arlington County for retail use. The Lessor and Government will cooperate in the location and design of this retail area to comply with the applicable zoning requirements.

SOLICITATION FOR OFFERS

THE GENERAL SERVICES ADMINISTRATION
FOR
US ENVIRONMENTAL PROTECTION AGENCY
IN
ARLINGTON, VIRGINIA

NAME: Daryl N. Jackson
TITLE: Contracting Officer

The information collection requirements contained in this Solicitation/Contract, that are not required by the regulation, have been approved by the Office of Management and Budget pursuant to the Paperwork Reduction Act and assigned the OMB Control No. 3090-0183.

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INITIALS: DK & OM
LESSOR GOVT

1.0 SUMMARY

1.1 AMOUNT AND TYPE OF SPACE (SEP 2000)

- A. The General Services Administration (GSA) is interested in leasing a maximum of 322,379 rentable square feet of space. The rentable space shall yield a minimum of 258,600 ANSI/BOMA Office Area (previously Usable) square feet to a maximum of 268,600 ANSI/BOMA Office Area square feet, available for use by tenant for personnel, furnishings, and equipment. The space requirement may be satisfied in 1 or 2 buildings. If the space is in more than 1 building, buildings must be immediately adjacent and connected via pedestrian access. Refer to the "ANSI/BOMA Office Area Square Feet" paragraph in the MISCELLANEOUS section of this Solicitation for Offers (SFO). In addition, the Government requires 17 inside parking spaces to be included in the lease."
- B. Optional Space: The successful offeror shall provide the Government with an option to lease an additional 100,000 rentable square feet of space under this lease or another lease. The rentable space shall yield a minimum of 80,000 ANSI/BOMA Office Area (previously Usable) square feet to a maximum of 85,000 ANSI/BOMA Office Area square feet, available for use by tenant for personnel, furnishings, and equipment. This optional space may be located in a 2nd building if the initial requirement was addressed in 1 building. The option shall be available to the Government up to 180 calendar days from the lease execution for the 322,278 rentable square feet. The option shall be priced and evaluated as part of the total offer herein. The option space shall be available for Government occupancy by Spring 2006.
- C. The Offer shall 1) be for space located in a quality building of sound and substantial construction as described in this SFO, 2) have a potential for efficient layout, 3) be within the square footage range to be considered, and 4) be in compliance with all of the Government's minimum requirements set forth herein. This is a Prospectus-Level procurement. All square footage and dollar amounts listed in the Prospectus are the maximum that will be authorized. For purposes of this SFO, the definition of ANSI/BOMA Office Area square feet is in the "ANSI/BOMA Office Area Square Feet" paragraph in the MISCELLANEOUS section of this SFO.
- D. To demonstrate potential for efficient layout, the Offeror may be requested to provide a test fit layout at the Offeror's expense when the space offered contains certain features like:
1. narrow column spacing;
 2. atriums, light wells, or other areas interrupting contiguous spaces;
 3. extremely long, narrow runs of space;
 4. Irregular space configurations; or
 5. other unusual building features.
 6. The Government will advise the Offeror if the test fit layout demonstrates that the Government's requirement cannot be accommodated within the space offered. The Offeror will have the option of increasing the ANSI/BOMA Office Area square footage offered, provided that it does not exceed the maximum ANSI/BOMA Office Area square footage in this SFO. If the Offeror is already providing the maximum ANSI/BOMA Office Area square footage and cannot house the Government's space requirements, then the Government will advise the Offeror that the offer is unacceptable.
- E. Unless otherwise noted, all references in this SFO to square feet shall mean ANSI/BOMA Office Area square feet.
- F. Building to Reflect Environmental Best Practices Offerors shall design, build and operate a safe, reliable, and cost-competitive facility that reflects, to the maximum extent possible within the requirements of this Solicitation for Offers, environmental commitments having a positive impact on the communities where it is located. The design should consider the following concepts during the design, construction and operation of this facility:

Energy Conservation, via careful consideration of building siting to optimize passive solar design approaches, energy efficient building shell design, smart glazing, efficient mechanical systems, minimizing waste energy and recapturing waste energy streams, use of solar power and other renewable or innovative energy sources, Energy StarTM lighting/equipment/rating, advanced building, mechanical and energy control systems, energy conscious building maintenance and operation, etc.

Water Conservation, via use of low flow plumbing fixtures, water conserving mechanical system designs, landscape design using native species, harvested rain water system or drip irrigation systems and site design to minimize storm water runoff.

Resource Conservation, via the proper selection of materials with post-consumer recycled content or above average recycled content, preference for materials that are manufactured, packaged, or transported in a way that reduces energy or material expenditures, construction period recycling and waste minimization, and designing, building, and operating the building to accommodate EPA's active recycling program.

Indoor Air Quality, via careful placement of exhaust and air intakes in relative positions that protect intake air supply from cross contamination and security vulnerability; prevention of radon infiltration; protection from contamination of the HVAC system during construction; the use of low VOC interior adhesives, paints, sealants and caulks; construction period installation sequencing; emphasis on non-pesticide methods of pest control, and, when pesticide use is necessary, use of the least hazardous materials, most precise application technique, and minimum amount of pesticide necessary to achieve control; no use of lead or asbestos or asbestos containing materials, use of environmentally preferable janitorial and cleaning products during the buildings' operating life.

Other Environmental Factors, such as protection of the ozone layer through the avoidance of CFCs and HCFC's as refrigerants and blowing agents for insulation; protection of endangered ecosystems and support of sustainable forestry practices by avoiding use of endangered rain forest species and obtaining products from certified sustainable sources, use of non-lead paints, and provision of plumbing systems that prevent elevated lead levels in water. Consider partnerships with local utilities and energy saving companies to assist in financing low emissions, low operating cost mechanical systems.

1.2 AREA OF CONSIDERATION

Site must be located in Arlington, Virginia within the following delineated area: Key Bridge to Fort Myer Drive to Lee Highway on the North, Rhodes Street to Queen Street to Arlington Boulevard to Washington Boulevard to Interstate 395 on the West, South Glebe Road to West Glebe Road Four Mile Run on the South, and the Potomac River on the East.

1.3 LOCATION: INSIDE CITY CENTER (SEP 2000)

A. CITY CENTER NEIGHBORHOOD:

1. Space shall be located in a prime commercial office district with attractive, prestigious, professional surroundings with a prevalence of modern design and/or tasteful rehabilitation in modern use. Streets and public sidewalks shall be well-maintained.
2. *Parking.*
 - a. The tenant requires seventeen (17) inside parking spaces/contracts to be included in the lease. Government vehicles shall be in a controlled parking area. In addition, the parking-to-square-foot ratio available on-site shall at least meet current local code requirements, or in the absence of a local code requirement, on-site parking shall be available at a ratio of 1.5 space for every 1000 rentable square feet of Government-demised area. Where possible, the amount of surface parking should be minimized in order to reduce the total amount of impervious cover and runoff.
3. *Location Amenities.*
 - a. A variety of inexpensive and moderately priced fast food and/or eat-in restaurants shall be located within six (6) blocks or one (1) mile, whichever is less. Other employee services, such as retail shops, cleaners, banks, etc., shall be located within six (6) blocks or one (1) mile, whichever is less.

1.4 UNIQUE REQUIREMENTS

- A. The Government shall provide the successful offeror a Program of Requirements (POR) for the intended use of the built out space.
- B. The Government reserves the option to require that the successful offeror utilize the Government's designated architect/space planner for the development of the Design Intent Drawings by hiring said architect/space planner directly.
- C. The offered space shall be located within 6 blocks or 1 mile, whichever is less, of regularly scheduled public transportation at the time of the Government's occupancy.
- D. The offered building should have a minimum of two loading docks that allows, as a minimum, docking of one 18-wheel truck trailer and one 20 ft delivery truck/van. An adjustable leveler is required on at least one of the docks. Overhead doors with a dock seal and shelter for weather protection shall be provided for each loading dock. Space for loading/unloading, sheltered from the elements and having a clear height of 15 ft (min) is required."
- E. The primary entrance to the building(s) should be easily seen and identifiable. The entrance lobby should be monumental in size befitting a large government agency. Appropriate materials for this and secondary lobbies to include natural stone, furniture grade wood, terrazzo and metal.

1.5 LEASE TERM (SEP 2000)

The lease term is for ten (10) years firm.

1.6 OFFER DUE DATE

Offers are due no later than 3:00 p.m. on August 13, 2003 and shall remain open until award.

1.7 OCCUPANCY DATE (SEP 2000)

Occupancy is required by Fall 2005.

1.8 HOW TO OFFER (NCR VARIATION (AUG 2002))

- A. Proposals shall be submitted to the Contracting Officer at:
Daryl N. Jackson, Contracting Officer
SFO #03-028
US General Services Administration
Room 7660
7th & D Streets, SW
Washington, DC 20407

Project contacts: Daryl Jackson, GSA, (202) 401-2873; or Marcy Owens and Jae Lee, Spaulding & Slye (202) 478-2300.

B. The following documents, properly executed, shall be submitted no later than the close of business on the offer due date.

1. SFO.
2. SFO Attachments:
 - a. Attachment #1 – Fire Protection and Life Safety Evaluation
 - b. Attachment #2 – "Facility Information Security Survey"
3. GSA Form 1364, Proposal to Lease Space.
4. GSA Form 1217, Lessor's Annual Cost Statement.
5. GSA Form 3517, General Clauses.
6. GSA Form 3518, Representatives and Certifications.
7. One set of as-built floor plans for each floor, on 8 1/2" x 11" pages, indicating the spaces that are initially being offered to the Government, and/or any existing Government leased space. All architectural features of the space must be accurately shown. Space not offered shall be crosshatched and noted accordingly. Additionally, offerors shall submit CAD files of the space offered with architectural features as described in Subparagraph 1.1(c) under "Amount and Type of Space." Lastly, a BOMA 'Global Summary of Areas' for the entire building – indicating offered spaces shall be submitted, and this shall be certified by a registered architect.
 - a. All architectural features of the space shall be accurately shown. If conversion or renovation of the building is planned, alterations to meet this SFO shall be indicated. If requested, more informative plans shall be provided within 10 business days.
 - b. The Lessor shall also prepare, as a part of the initial offer, blocking plans and a stacking diagram based on Government issued Program of Requirements.
 - c. Plans shall reflect corridors in place or the proposed corridor pattern for both a typical full (single tenant) floor and/or partial (multi tenant) floor. The corridors in place or proposed corridors shall meet local code requirements for issuance of occupancy permits.
 - d. GSA will review the corridors in place and/or proposed corridor pattern to make sure that these achieve an acceptable level of safety as well as to ensure that these corridors provide public access to all essential building elements. The Offeror will be advised of any adjustments that are required to the corridors for the purpose of determining the ANSI/BOMA Office Area space. The required corridors may or may not be defined by ceiling high partitions. Actual corridors in the approved layout for the successful Offeror's space may differ from the corridors used in determining the ANSI/BOMA Office Area square footage for the lease award.
8. An hourly overtime rate for overtime use of heating and cooling. Refer to the "Overtime Usage)" paragraph in the SERVICES, UTILITIES, MAINTENANCE section of this SFO. If proposed rate is different than recommended by an independent Government estimate, the Offeror may be required to submit worksheets justifying overtime energy usage and rates.
9. Any other information (such as a fact sheet, 5" wide x 3" high or larger color photograph, site plan, location map, and tax parcel map) in case of multiple tax parcels for an offered building, etc., in order for the Government to perform a complete and adequate analysis of the offered property. Such information may also be requested by the Government, and in such circumstances, shall be submitted by the Offeror within 5 working days of the request.
10. Documents supporting evidence of capability to perform. Refer to the "Evidence of Capability to Perform"). paragraph in the MISCELLANEOUS section of this SFO.
11. Written acknowledgement and permission to represent other owners for the same SFO if a leasing agent or owner's representative is presenting buildings for multiple ownership groups.
12. If applicable, the agents' disclosure and authorization from each ownership entity to offer in this SFO and/or represent multiple buildings with different ownerships, which may have conflicting interests. Owners and agents in conflicting interest situations are advised to exercise due diligence with regard to ethics, independent pricing, and Government procurement integrity requirements. In such cases, the Government reserves the right to negotiate with the owner directly.
13. General Contractor's overhead, profit, and general conditions for the initial tenant improvements and change orders and any other overhead and profit or management fees that will be added to the tenant improvements, construction costs, or change orders. Costs associated with the building shell are not included in these calculations. Also provide architectural & engineering fees associated with tenant improvements. Costs associated with the building shell are not included in these calculations.
14. Adjustment for Vacant Premises reduction. Refer to the "Adjustment for Vacant Premises" paragraph in the MISCELLANEOUS section of this SFO.

15. A written certification from a licensed structural engineer certifying that both the building design and construction are in full compliance with the life safety performance level of NISTIR 5382, ICSSC RP 4, Standards of Seismic Safety for Existing Federally Owned or Leased Building.
 16. Information required for the "Other Factors" paragraph in the AWARD FACTORS section of this SFO.
 17. Proof of Signatory Authority documentation. Refer to the "Required Proof of Authority" paragraph in the MISCELLANEOUS section of this SFO.
 18. Standard building cleaning specifications and schedule of services. Provide any cost difference for daytime or nighttime cleaning from the standard building cleaning.
 19. The Government will not conduct discussions nor will it consider an offer for award if the space offered is subject to a lease option held by other parties, including but not limited to, a right of first offer or refusal. Offerors must certify, in writing, that no such option encumbers the space offered to the Government.
 20. If the offeror represents and certifies itself as not a small business on the GSA Form 3518, a Small Business Subcontracting Plan shall be completed.
 21. A detailed design, construction, and occupancy schedule, consistent with the timeframes in the "Construction Schedule of Tenant Improvements" paragraph shall be provided.
 22. Each offeror is required to submit a LEED scorecard documenting the proposed points to be achieved. The total of points to be achieved must meet or exceed 33 and all prerequisite requirements must be met. Along with the scorecard, the offeror shall submit a narrative describing how each of the points proposed on the scorecard will be achieved (including all prerequisites for which no points are awarded).
 23. Typical wall section (hard copy and digital)
 24. Statement of compliance with environmental laws (section 1.11-B.1)
 25. Construction Period Recycling Program Plan (section 4.2)
 26. Proposal for re-use of materials and/or in-place construction (section 4.3)
 27. Bicycle rack locations (include in floor plans / site plan)
 28. Additional environmental requirements documentation to be added once the selection process has been determined
 29. Price for Government to lease the entire parking garage, beyond the 17 spaces included in the rent; and a price to lease individual spaces/contracts in the parking garage.
 30. A Building Security Plan, outlining the offeror's proposed compliance with the Lease Security Operating Standards as identified in the "Security" paragraph in the SERVICES, UTILITIES, MAINTENANCE Section of the SFO.
 31. Proposal for implementing an integrated pest management program for control of pests inside the building(s), in the parking garage(s), and on the grounds surrounding the building(s).
- C. Refer to GSA Form 3516, Solicitation Provisions, for additional instructions. If additional information is needed, the Contracting Officer (or the Contracting Officer's designated representative) should be contacted.
- D. There will be no public opening of offers, and all offers will be confidential until the lease has been awarded. However, the Government may release proposals outside the Government to a Government support contractor to assist in the evaluation of offers. Such Government contractors shall be required to protect the data from unauthorized disclosure. The Offeror who desires to maximize protection of information in the offer may apply the restriction notice to the offer as described in the GSA Form 3516, Solicitation Provision, 552.270 1 (d), Restriction on Disclosure and Use of Data.
- E. IMPORTANT CLARIFICATIONS TO OFFER REQUIREMENTS:
1. Rate structure required from subparagraph B shall include the following:
 - a. A lease rate per square foot for the building shell rental, fully serviced. It is the intent of the Government to lease a building shell with a Tenant Improvement Allowance. All improvements in the base building, lobbies, common areas, and core areas shall be provided by the Lessor, at the Lessor's expense. This rate shall include, but not limited to, property financing (exclusive of Tenant Improvement), insurance, taxes, management, profit, etc., for the building. The building shell rental rate shall also include all basic building systems and common area buildout, including base building lobbies, common areas, and core areas, etc.,
 - b. The annual cost (per usable and rentable square foot) for the cost of services and utilities. This equals line 27 of GSA Form 1217, Lessor's Annual Cost Statement, divided by the building size (shown on the top of both GSA Form 1364, Proposal to Lease Space, and Form 1217) for usable and rentable square feet respectively.
 - c. An annualized percentage interest rate to be used by the Lessor to amortize the cost of the Tenant Improvement Allowance over the firm term of the lease.

- d. The annual amortized cost of the Tenant Improvement Allowance. Such amortization shall be expressed as a cost per usable and rentable square foot per year. Tenant Improvements shall be all alterations for the Government demised area above the building shell buildout. The Tenant Alteration Allowance shall be \$41.49 per ANSI/BOMA Office Area square foot. Such alterations shall be described and identified in the drawings used to construct the Government demised area. The Tenant Alteration Allowance, which is to be provided by the Lessor to the Government for Tenant Improvements, shall be made available at lease execution.
- e. A fully serviced lease rate per usable and rentable square foot as a summation of the amounts broken out in the subparagraphs a, b, and d for the lease.
- f. A fully serviced lease rate per usable and rentable square foot for that portion of the lease term extending beyond the firm term. The rate proposed for this portion of the term shall not reflect any Tenant Improvements, as they will have been fully amortized over the firm term."
- F. In accordance with FAR 15.306(c)(2), the Government reserves the right to limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly-rated proposals."

1.9 BUILDING SHELL REQUIREMENTS (NCR VARIATION (AUG 2002))

- A. The Lessor's buildout obligations in providing a building shell (at the Lessor's expense) shall be furnished, installed and coordinated with Tenant Improvements and shall include the following:
 - 1. Base structure and building enclosure components shall be complete. All common areas accessible by the Government, such as lobbies, fire egress corridors and stairwells, elevators, garages, and services areas, shall be complete. Restrooms shall be complete and operational. All newly installed building shell components, including but not limited to, heating, ventilation, and air conditioning (HVAC), electrical, ceilings, sprinklers, etc., shall be furnished, installed, and coordinated with Tenant Improvements. Circulation corridors are provided as part of the base building only on multi-tenanted floors where the corridor is common to more than one tenant. On single tenant floors, only the fire egress corridor necessary to meet code is provided as part of the shell.
 - 2. *Accessibility Requirements.* Accessibility to persons with disabilities shall be required throughout the common areas accessible to Government tenants in accordance with both the ADAAG and the UFAS and shall be installed and coordinated with Tenant Improvements. Refer to the "Accessibility" paragraph and the "Accessibility and Seismic Safety" paragraph in the AWARD FACTORS section of this SFO.
 - 3. *Ceilings.* A complete acoustical ceiling system (which includes grid and lay-in tiles) throughout the Government-demised area and all common areas accessible to Government tenants shall be required in accordance with the "Ceilings" paragraph in the ARCHITECTURAL FINISHES section of this SFO. The acoustical ceiling system shall be furnished, installed, and coordinated with Tenant Improvements.
 - 4. *Doors.* Exterior building doors and doors necessary to the lobbies, common areas, and core areas shall be required. This does not include suite entry or interior doors specific to Tenant Improvements. Related hardware shall be installed in accordance with the "Doors: Hardware" paragraph and the "Doors: Exterior" paragraph in the ARCHITECTURAL FINISHES section of this SFO.
 - 5. *Partitions.* Permanent, perimeter, and demising slab-to-slab partitions (including all columns) finished with paint and base shall be required in accordance with the "Partitions: General" paragraph and the "Partitions: Permanent" paragraph in the ARCHITECTURAL FINISHES section of this SFO.
 - 6. *Flooring.* All building common areas shall have finished floors in accordance with the "Floor Covering and Perimeters" paragraph in the ARCHITECTURAL FINISHES section of this SFO. The offeror shall provide a broom clean concrete floor slab, with level floor not varying more than 1/4" over ten (10) foot horizontal run in accordance with American Concrete Institute (ACI) Standards.
 - 7. *Plumbing.* The Offeror shall include cost of plumbing in common areas, such as for toilet rooms and janitor closets as part of the building shell cost. Hot and cold water risers and domestic waste and vent risers, installed and ready for connections that are required for Tenant Improvements, shall be included in the shell rent.
 - 8. *HVAC* Central and distributed Heating, Ventilation and Air-Conditioning (HVAC) systems shall be installed that provide at a minimum: indoor air conditioning with 20 cfm/person outside air ventilation, separated exhausts and intakes, and filtration per latest National standards of the American Society of Heating, Refrigeration and Air-conditioning Engineers (ASHRAE) standards (15, 52, 55, 62, 90.1, 100, 1995, 105, 111, 114 and 135), GSA standards (Facilities Standard for the Public Building Service) and EPA standards (EPA Facilities Manual, Architecture Engineering and Planning Guidelines). System capacity and design approach is further defined in the MECHANICAL, ELECTRICAL, PLUMBING section of this SFO.
 - 9. *Electrical.* Electrical power distribution panels and circuit breakers shall be available in an electrical closet, with capacity at 277/480 volt (V) and 120/208 V, 3-phase, 4-wire system providing 7 watts (W) per ANSI/BOMA Office Area square foot.
 - 10. *Lighting.* Two-tube indirect pendant lighting fixtures (or building standard that meets or exceeds this standard) fluorescent lighting fixtures with low mercury energy efficient lamps (T8 or better) and electronic ballasts shall be installed in the ceiling for an open office plan at the rate of 1 fixture per 80 ANSI/BOMA Office Area square feet. Lighting as necessary shall be provided in all building common areas in accordance with the "Lighting: Interior and Parking" paragraph in the

MECHANICAL, ELECTRICAL, PLUMBING section of this SFO. [Refer to Paragraph 6.18 "LIGHTING: INTERIOR AND PARKING (SEP 2000) - A. BUILDING SHELL" for building shell requirements.]

11. *Safety and Environmental Management.* Complete safety and environmental management shall be provided throughout the building in accordance with federal, state, and local codes and laws including, but not limited to, such items as fire detection and alarms, emergency building power for life safety systems, etc., and shall be in accordance with both the ADAAG and the UFAS. Where sprinklers are required in the Government-demised area, sprinkler mains and distribution piping in a "protection" layout (open plan) with heads turned down with an escutcheon or trim plate shall be provided.
12. *Telephone Rooms.* Building telecommunication rooms on each floor shall be completed, operational, and ready for Tenant Improvements. The telephone closets shall include a telephone backboard, which shall not contain formaldehyde. Vertical conduit (empty sleeve) through building core, available for tenant wiring/cabling.
13. *Architectural/Engineering Design.* All architectural and engineering costs associated with the building shell requirements and the Design Intent Drawings shall be included in the building shell rate.
14. *Demolition.* Any demolition of existing improvements that is necessary to satisfy the Government's layout shall be done at the Lessor's expense.
15. Any alterations necessary for the building shell to meet the SFO requirements shall be included in the building shell rate.
16. For new construction, the building and site design shall achieve at a minimum the Silver Level performance goals of the US Green Building Council "LEED for New Construction and Major Renovation" (LEED-NC) Version 2.1 (Leadership in Energy and Environmental Design) Rating System, including all mandatory prerequisites and EPA required options. Furthermore, the building shall achieve ongoing LEED Certified Silver for Existing Buildings, in accordance with "LEED Rating System for Existing Buildings" (LEED-EB criteria). For existing buildings, the building shall achieve LEED Certified Silver for Existing Buildings, in accordance with "LEED Rating System for Existing Buildings" (LEED-EB criteria). The Offeror shall fund, prepare and submit the LEED registration application for the building with the U.S. Green Building Council. Description of the criteria and Reference Guide dated 2001 for the LEED system can be viewed at <http://www.usgbc.org/programs/leed.htm>. Meeting the LEED criteria is a critical feature of this building representing the tenant environmental values. Failure to reach the Silver Level LEED ratings will result in a penalty of 10% of the annual rental payments due for the Government leased space. At completion of the work, the Offeror shall provide (3) copies of all supporting documentation for certification - of which the Government requires one electronic copy and one hard copy of all documentation including all USGBC correspondence, action, and certifications for its files. See section 9.5 for a chart listing the Government's preferred LEED™ credits. All publications referenced herein shall be those current at time of publication.

The Offeror shall have a LEED Accredited Professional team member identified at the time of offer of the project. The LEED Accredited Professional shall have at a minimum 1-year of previous experience in submitting LEED documentation to the USGBC and be familiar with the federal government construction projects. This person shall oversee, provide, submit and obtain the documentation for LEED certification during the planning, design and construction phases of the project.
17. The building shall achieve EPA Energy Star Building Certification Rating within 14 months of reaching 95% occupancy and submit the Offeror will submit the documentation to GSA. (See section 6.2.B.) The Offeror shall make all necessary adjustments at his expense, if the new building systems installed do not meet Energy Star certification after occupancy.
18. All of the above improvements are described in more detail hereinafter in this SFO.

B. Compliance

1. *Environmental Laws.* The property shall comply with all applicable environmental laws, including but not limited to air pollution regulations, asbestos regulations (if applicable), hazardous waste regulations, and underground storage tank regulations. The Offeror will be responsible for compliance with the water and energy conservation requirements of the Energy Policy Act of 1992 (PL 102-486, 106 Statute 2776). The Offeror will commit to provide periodic reports to demonstrate the Government's equivalent water usage consistent with the Energy Policy Act of 1992.

1.10 TENANT IMPROVEMENTS (SEP 2000)

- A. The Tenant Improvement Allowance shall be used for building out the Government-demised area in accordance with the Government-approved design intent drawings. All Tenant Improvements required by the Government for occupancy shall be performed by the successful Offeror as part of the rental consideration, and all improvements shall meet the quality standards and requirements of this SFO and GSA Form 3517, General Clauses.
- B. The Tenant Improvement Allowance shall include all the Offeror's administrative costs, general contractor fees, subcontractor's profit and overhead costs, Offeror's profit and overhead, and other associated project fees and design costs necessary to prepare construction documents to complete the Tenant Improvements. It is the successful Offeror's responsibility to prepare all documentation (working drawings, etc.) required to receive construction permits. **NO COSTS ASSOCIATED WITH THE BUILDING SHELL SHALL BE INCLUDED IN THE TENANT IMPROVEMENT PRICING.**

1.11 TENANT IMPROVEMENT RENTAL ADJUSTMENT (SEP 2000)

A. All Tenant Improvements shall be identified after award of the contract in accordance with the provisions established in the "Design Intent Drawings" subparagraph in the "Construction Schedule of Tenant Improvements" paragraph in the MISCELLANEOUS section of this SFO.

1. The Government, at its sole discretion, shall make all decisions as to the usage of the Tenant Improvement Allowance. The Government may use all or part of the Tenant Improvement Allowance. The Government may return to the Lessor any unused portion of the Tenant Improvement Allowance in exchange for a decrease in rent according to the amortization rate over the firm term.
2. The Government reserves the right to make cash payments for any or all work performed by the Lessor. Prior to occupancy, the Government, at its sole discretion, may choose to pay lump sum for any or all of the Tenant Improvement Allowance. If, prior to occupancy, the Government elects to make a lump sum payment for any portion of the Tenant Improvement Allowance, the payment of the Tenant Improvement Allowance by the Government will result in a decrease in the rent. At any time after occupancy, the Government, at its sole discretion, may choose to pay lump sum for any part or all of the remaining unpaid amortized balance of the Tenant Improvement Allowance. If the Government elects to make a lump sum payment for the Tenant Improvement Allowance after occupancy, the payment of the Tenant Improvement Allowance by the Government will result in a decrease in the rent according to the amortization rate over the firm term of the lease.
3. If it is anticipated that the Government will spend more than the allowance identified above, the Government reserves the right to 1) reduce the Tenant Improvement requirements, 2) pay lump sum for the overage upon completion and acceptance of the improvements, or 3) increase the rent according to the negotiated amortization rate over the firm term of the lease.
4. Payment will not be made by the Government in instances where the Government accepts fixtures and/or other Tenant Improvements already in place. However, the Lessor will be reimbursed for costs to repair or improve the fixture(s) and/or any other improvements already in place.

1.12 PLANS WITH OFFER (SEP 2000)

All plans submitted for consideration shall have been generated by a Computer Aided Design (CAD) program which is compatible with the latest release of AutoCAD. The required file extension is .DWG. Clean and purged files shall be submitted on 3-1/2-inch double-sided, high density diskettes, or, if approved by the Contracting Officer, on CD-ROM. All submissions shall be accompanied with a written matrix indicating the layering standard to ensure that all information is recoverable. Plans shall include a proposed corridor pattern for typical floors and/or partial floors. All architectural features of the space shall be accurately shown.

1.13 BROKER COMMISSION (NCR VARIATION (AUG 2002))

For the purposes of this Solicitation for Offers, the brokerage firm of Spaulding and Slye LLC is the authorized representative of GSA and is providing tenant representation services to the Government in connection with this transaction. If the Offeror is being represented by a broker, brokerage firm, or brokerage consultant (including "third-party" brokers, "in-house" brokers, and legal or non-legal brokerage consultants), the identity of such shall be disclosed by the Offeror as part of its offer.

The Offeror shall disclose on GSA Form 1364, in the manner specified therein (expressed either as a percentage of gross rents or as a fixed dollar amount), all brokerage fees and/or commissions, including but not limited to cooperating brokerage fees, brokerage consulting fees, and legal fees relative to brokerage consulting services, that are scheduled to be paid by the Lessor or its agents as part of the proposed transaction.

The Offeror shall provide as part of its offer adequate documentation identifying all such brokerage fees and/or commissions, including any listing agreement for the subject offered property. This documentation may also consist of a representation/certification from the Offeror, signed under penalty of perjury, itemizing all brokerage fees and/or commissions budgeted and scheduled to be paid as part of the proposed transaction and stating that the brokerage information provided on the GSA Form 1364 and in such representation/certification is true and accurate.

If a cooperating brokerage commission is available as part of this transaction (as evidenced on GSA Form 1364 and as verified by the documentation referred to above), such will be evaluated by the Government consistent with the paragraph of this Solicitation for Offers entitled "Price Evaluation".

Any cooperating brokerage commission identified in the Lessor's offer shall be available for use and disbursement at the Government's sole discretion and direction, 50 percent upon lease execution and 50 percent upon lease commencement.

By submission of its offer and/or execution of the Lease, the Offeror/Lessor represents and warrants that no other brokers or brokerage firms other than those referenced in its offer have represented the Offeror/Lessor in this transaction, and that no other brokerage fees and/or commissions other than those specifically identified are due and/or payable in connection with this transaction.

1.14 NEGOTIATIONS (SEP 2000)

A. Negotiations will be conducted on behalf of the Government by the Contracting Officer (or the Contracting Officer's designated representative). The Contracting Officer is named on the cover of this SFO. GSA will negotiate rental price for the initial term, any renewal periods, and any other aspect of the offer as deemed necessary.

B. The Offeror shall not enter into negotiations concerning the space leased or to be leased with representatives of federal agencies other than the Contracting Officer or designee.

- C. The Contracting Officer will conduct oral or written negotiations with all Offerors that are within the competitive range. The competitive range will be established by the Contracting Officer on the basis of cost or price and other factors (if any) that are stated in this SFO and will include all of the most highly rated proposals, unless the range is further reduced for purposes of efficiency.
- D. All Offerors will be provided a reasonable opportunity to submit any cost or price, technical, or other revisions to their offer that may result from the negotiations. Negotiations will be closed with submission of final proposal revisions ("Best and Final" offers).

1.15 PRICE EVALUATION (PRESENT VALUE) (NCR VARIATION (AUG 2002))

- A. If annual CPI adjustments in operating expenses are included, the Offeror shall be required to submit the offer with the total "gross" annual price per rentable square foot and a breakout of the "base" price per rentable square foot for services and utilities (operating expenses) to be provided by the Lessor. The "gross" price shall include the "base" price.
- B. The Offeror shall be required to submit plans and any other information to demonstrate that the rentable space yields ANSI/BOMA Office Area space within the required ANSI/BOMA Office Area range. The Government will verify the amount of ANSI/BOMA Office Area square footage and will convert the rentable prices offered to ANSI/BOMA Office Area prices, which will subsequently be used in the price evaluation.
- C. If the offer includes annual adjustments in operating expenses, the base price per ANSI/BOMA Office Area square foot from which adjustments are made will be the base price for the term of the lease, including any option periods.
- D. Evaluation of offered prices will be on the basis of the annual price per ANSI/BOMA Office Area square foot, including any option periods. The Government will perform present value price evaluation by reducing the prices per ANSI/BOMA Office Area square foot to a composite annual ANSI/BOMA Office Area square foot price, as follows:
 - 1. Parking and wareyard areas will be excluded from the total square footage but not from the price. For different types of space, the gross annual per square foot price will be determined by dividing the total annual rental by the total square footage minus these areas.
 - 2. If annual adjustments in operating expenses will not be made, the gross annual per square foot price will be discounted annually at 5.0 percent to yield a gross present value cost (PVC) per square foot.
 - 3. If annual adjustments in operating expenses will be made, the annual per square foot price, minus the base cost of operating expenses, will be discounted annually at 5.0 percent to yield a net PVC per square foot. The operating expenses will be both escalated at 2.5 percent compounded annually and discounted annually at 5.0 percent, then added to the net PVC to yield the gross PVC.
 - 4. To the gross PVC will be added:
 - a. The cost of Government provided services not included in the rental escalated at 2.5 percent compounded annually and discounted annually at 5.0 percent.
 - b. The annualized (over the full term) per ANSI/BOMA Office Area square foot cost of any items, which are to be reimbursed in a lump sum payment. (The cost of these items is present value; therefore, it will not be discounted.)
 - c. The cost of replicating leased space and the cost of relocation including furniture, telecommunications, and other move-related expenses, if applicable.
 - d. The percentage offered for general contractor's overhead and profit, general conditions, and management fees and management overhead and profit calculated as a percentage of the Tenant Improvement Allowance. The cost will be annualized.
 - 5. Free rent shall be discounted and evaluated in the year in which it is offered.
 - 6. The sum of either (2) and (4) or (3) and (4) plus (5) as applicable above, less the annualized per ANSI/BOMA Office Area square foot amount of the proposed cooperating brokerage commission, will be the per ANSI/BOMA Office Area square foot present value cost of the offer for price evaluation purposes. Refer to the "Broker Commission" paragraph in the SUMMARY section of this SFO."

1.16 HISTORIC PREFERENCE, GSAR 552.270-2 (VARIATION) (SEP 1999)

- A. Preference will be given to Offerors of space in buildings in, or formally listed as eligible for inclusion in, the National Register of Historic Places, and to historically-significant buildings in historic districts listed in the National Register. Such preference will be extended to historic buildings and will result in award if:
 - 1. The offer for space meets the terms and conditions of this SFO as well as any other offer received (It is within the discretion of the Contracting Officer to accept alternatives to certain architectural characteristics and safety features defined elsewhere in this SFO to maintain the historical integrity of the building, such as high ceilings, wooden floors, etc.) and
 - 2. The rental is no more than 10 percent higher, on a total annual square foot (ANSI/BOMA Office Area) cost to the Government, than the lowest otherwise acceptable offer.

- B. If more than one offer of an historic building is received and they meet the above criteria, an award will then be made to the lowest priced historic property offered.

1.17 AWARD (JAN 1997)

- A. After conclusion of negotiations, the Contracting Officer will require the Offeror selected for award to execute the proposed lease prepared by GSA, which reflects the proposed agreement of the parties.

The proposed lease shall be accompanied by all other pre-award document called for under this SFO including, but not limited to, a proposal for re-use of materials and/or in-place construction, a proposal for implementation of an integrated pest management approach to pest control, and a LEED scorecard documenting the proposed points to be achieved

- B. The proposed lease shall consist of:

1. Standard Form 2 (or GSA Form 3626) U.S. Government Lease for Real Property,
2. required clauses,
3. required certifications and representations,
4. the pertinent provisions of the offer, and
5. the pertinent provisions of the SFO.

- C. The acceptance of the offer and award of the lease by the Government occurs upon notification of unconditional acceptance of the offer or execution of the lease by the Contracting Officer and mailing or otherwise furnishing written notification of the executed lease to the successful Offeror.

1.18 ACCESSIBILITY FOR NEW CONSTRUCTION (SEP 2000)

To be considered for award, buildings to be constructed shall meet the new construction requirements of both the Americans With Disabilities Act Accessibility Guidelines (ADAAG) (Code of Federal Regulations 36 CFR Part 1191, App. A) and the Uniform Federal Accessibility Standards (UFAS) (Federal Register vol. 49, No. 153, August 7, 1984, reissued as FED. STD. 795, dated April 1, 1988, and amended by Federal Property Management Regulations 41 CFR, Subpart 101-19.6, Appendix A., 54 FR 12628, March 28, 1989). Where standards conflict, the more stringent shall apply.

1.19 SEISMIC SAFETY FOR NEW CONSTRUCTION (SEP 2000)

- A. If an Offeror proposes to satisfy the requirements of this SFO through the construction of a new building or the construction of an addition to an existing building, then such new building or addition shall fully meet seismic safety standards, as described in subparagraphs B and C.
- B. For those buildings or additions to buildings described in subparagraph A, the Offeror shall provide a written certification from a licensed structural engineer that the building(s) conforms to the seismic standards for new construction of the current (as of the date of this SFO) edition of the International Conference of Building Officials' (ICBO) *Uniform Building Code* (UBC), the Building Officials and Code Administrators (BOCA) *National Building Code*, or the Southern Building Code Congress International (SBCCI) *Standard Building Code*.
- C. All design and engineering documents, including structural engineering calculations, shall be made available for review by the Government during design development to ensure compliance with seismic safety standards.

1.20 LABOR STANDARDS (SEP 2000)

- A. If an Offeror proposes to satisfy the requirements of this SFO through the construction of a new building or the complete rehabilitation or reconstruction of an existing building, and the Government will be the sole or predominant tenant such that any other use of the building will be functionally or quantitatively incidental to the Government's use and occupancy, the following Federal Acquisition Regulation (FAR) clauses shall apply to work (including base building and tenant buildout) performed prior to the Government's acceptance of space as substantially complete. Full text versions of these clauses are available upon request from the Contracting Officer. Full text versions are also available at the following web site: <http://www.amef.gov/far/>

52.222-4 Contract Work Hours and Safety Standards Act - Overtime Compensation

52.222-6 Davis-Bacon Act

52.222-7 Withholding of Funds

52.222-8 Payrolls and Basic Records

52.222-9 Apprentices and Trainees

52.222-10 Compliance with Copeland Act Requirements

52.222-11 Subcontracts (Labor Standards)

52.222-12 Contract Termination-Debarment

52.222-13 Compliance with Davis-Bacon and Related Act Regulations

52.222-14 Disputes Concerning Labor Standards

52.222-15 Certification of Eligibility.

INITIALS: DOK & AMJ
LESSOR GOVT

2.0 AWARD FACTORS

2.1 ACCESSIBILITY AND SEISMIC SAFETY (SEP 2000)

- A. All offers received in response to this SFO will be evaluated to determine whether the offers fully meet National Institute of Standards and Technology (NIST) NISTIR 5382, Interagency Committee on Seismic Safety in Construction (ICSSC) RP 4, *Standards of Seismic Safety for Existing Federally Owned or Leased Buildings*, as modified below, and the accessibility requirements for new construction of the Americans With Disabilities Act Accessibility Guidelines (ADAAG) (Code of Federal Regulations 36 CFR Part 1191, App. A) and the Uniform Federal Accessibility Standards (UFAS) (Federal Register vol. 49, No. 153, August 7, 1984, reissued as FED. STD. 795, dated April 1, 1988, and amended by Federal Property Management Regulations CFR 41, Subpart 101-19.6, Appendix A, 54 FR 12628, March 28, 1989). Where standards conflict, the more stringent shall apply. If any offers are received which fully meet accessibility and seismic safety requirements, then other offers, which do not fully meet these requirements, will not be considered.
- B. The following UFAS provisions are clearly more stringent than the ADAAG:
1. *Work Areas.* The UFAS requires that all areas be accessible where there may be employment of persons with disabilities. The ADAAG requires only that people with disabilities be able to approach, enter, and exit a work area. [UFAS 4.1.4; ADAAG 4.1.1(3)]
 2. *Work Surface Scoping.* The UFAS requires that 5 percent of all fixed or built-in employee work surfaces be accessible. The ADAAG does not require work surfaces in work areas to be accessible. Both the UFAS and the ADAAG require that 5 percent of fixed tables in public or common use areas be accessible. [UFAS 4.1.2(17) and 4.32; ADAAG 4.1.1(3) and 4.1.3(18)]
 3. *No Elevator Exception.* The UFAS has no exception to the elevator requirement in all multi-story buildings and facilities. The ADAAG provides an exception to the elevator requirement in certain buildings that are under three stories or have less than 3,000 square feet per story. [UFAS 4.1.2(5); ADAAG 4.1.3(5) Exception 1]
 4. *Entrances in Multi-Grade Buildings.* The UFAS requires at least one principle entrance at each grade floor to a building to be accessible. The ADAAG requires that 1) at least 50 percent of all public entrances be accessible and 2) the number of exits required by the applicable building/fire code be used in determining the total number of accessible entrances required in a building or facility. The UFAS requires more accessible entrances in certain multi-grade buildings. [UFAS 4.1.2(8); ADAAG 4.1.3(8)]
 5. *Elevator Controls.* The UFAS requires elevator controls to be mounted no higher than 48 inches "unless there is a substantial increase in cost," in which case 54 inches is allowed. The ADAAG allows 54 inches whenever a parallel approach is provided. [UFAS 4.10.12(3); ADAAG 4.10.12(3)]
- C. **FULL COMPLIANCE:**
1. "Fully meets" as used herein with regard to the accessibility requirements means the offer fully complies with both the ADAAG and the UFAS requirements for new construction, including but not limited to: Parking and Passenger Loading Zones, Accessible Route, Entrance and Egress, Ramps, Stairs, Handrails, Doors, Elevators, Telephones, Controls, Signage, Alarms, Drinking Fountains, Storage Facilities, Seating and Workstations, Assembly Areas, and Toilet Rooms. Where standards conflict, the more stringent shall apply.
 2. "Fully meets" as used herein with regard to the seismic safety requirements means that the Offeror has provided a written certification (example available for the Contracting Officer) from a licensed structural engineer certifying that both the building design and construction are in full compliance with the life-safety performance level of NISTIR 5382, ICSSC RP 4, *Standards of Seismic Safety for Existing Federally Owned or Leased Buildings*, AS MODIFIED HEREIN:
 - a. FEMA-178, *NEHRP Handbook for the Seismic Evaluation of Existing Buildings*, shall be replaced with FEMA-310, *Handbook for the Seismic Evaluation of Buildings: A Prestandard*.

- b. Section 1.3.1, Post-Benchmark Buildings (Table 1: Advisory Benchmark Years) shall be replaced with the below table.

BENCHMARK BUILDINGS (Table 3-1 of FEMA-310)			
BUILDING TYPE ¹	Model Building Seismic Design Provisions		
	BOCA ²	SBCCI ³	UBC ⁴
Wood Frame, Wood Shear Panels (Type W1 and W2) ²	1992	1993	1976
Wood Frame, Wood Shear Panels (Type W1A)	1992	1993	1976
Steel Moment Resisting Frame (Type S1 and S1A)	**	**	1994 ⁵
Steel Braced Frame (Type S2 and S2A)	1992	1993	1988
Light Metal Frame (Type S3)	*	*	*
Steel Frame w/Concrete Shear Walls (Type S4)	1992	1993	1976
Reinforced Concrete Moment Resisting Frame (Type C1) ³	1992	1993	1976
Reinforced Concrete Shear Walls (Type C2 and C2A)	1992	1993	1976
Steel Frame with URM Infill (Type S5 and S5A)	*	*	*
Concrete Frame with URM Infill (Type C3 and C3A)	*	*	*
Tilt-up Concrete (Type PC1 and PC1A)	*	*	1997
Precast Concrete (Type PC2 and PC2A)	*	*	*
Reinforced Masonry (Type RM1)	*	*	1997
Reinforced Masonry (Type RM2)	1992	1993	1976
Unreinforced Masonry (Type URM) ⁶	*	*	1991 ⁶
Unreinforced Masonry (Type URMA)	*	*	*

- ¹ Building Type refers to one of the Common Building Types defined in Table 2-2 of FEMA-310.
² Buildings on hillside sites shall not be considered Benchmark Buildings.
³ Flat Slab Buildings shall not be considered Benchmark Buildings.
⁴ Steel Moment-Resisting Frames shall comply with Section 2213.7.1.2 of the Uniform Building Code.
⁵ URM buildings evaluated using the ABK Methodology (ABK, 1984) may be considered Benchmark Buildings.
⁶ Refers to the UBCB Section of the UBC.
¹⁶ Only buildings designed and constructed or evaluated in accordance with FEMA-310 and being evaluated to the Life-Safety Performance level may be considered Benchmark Buildings.
* No Benchmark year; building shall be evaluated using FEMA-310.
** Local provisions shall be compared with the UBC.

BOCA Building Officials and Code Administrators, *National Building Code*.
SBCCI Southern Building Code Congress International, *Standard Building Code*.
UBC International Conference of Building Officials, *Uniform Building Code*.

- c. Section 1.3.2, Leased Buildings, shall be revised as follows:

- i. Buildings leased by the federal Government are exempt from these standards if both of the following apply:
(a) The leased space is less than 10,000 square feet AND
(b) The building is located in Regions of Low Seismicity in accordance with FEMA-310. According to FEMA-310, buildings located on sites for which the design short-period response acceleration, S_s , is less than 0.167 gravity (g), or for which the design one-second period response acceleration, S_1 , is less than 0.067 g, shall be considered to be located within Regions of Low Seismicity.

- d. FEMA-310, *Handbook for the Seismic Evaluation of Buildings: A Prestandard*, can be obtained by calling the Federal Emergency Management Agency (FEMA) Distribution Center at (800) 480-2520.

- e. NISTIR 5382, ICSSC RP 4, *Standards of Seismic Safety for Existing Federally Owned or Leased Buildings*, can be obtained from the Building and Fire Research Laboratory, National Institute of Standards and Technology, Gaithersburg, MD 20899.

D. SUBSTANTIAL COMPLIANCE:

- In accordance with both the ADAAG and the UFAS, if no offer is received which fully meets accessibility requirements for new construction, but an offer(s) is received which substantially meets these requirements, then other offers which do not substantially meet these requirements will not be considered. "Substantially meets" as used herein with regard to the accessibility requirements means the offer fully complies with both the ADAAG and the UFAS requirements for Parking and Passenger Loading Zones, Accessible Route, Entrance and Egress, Doors, Drinking Fountains, Toilet Rooms.
- "Substantially meets" as used herein with regard to the seismic safety requirements will be determined by the Government based upon the Offeror's evaluation by a licensed structural engineer that specifically describes all exceptions to full compliance with the Model Building Seismic Design Provisions as shown in the Benchmark Buildings table above. The Offeror shall evaluate the building by using FEMA-310 and shall identify all deficiencies. Based upon the evaluation, the Contracting Officer will make an award to the Offeror which best meets both the seismic safety requirements and the other requirements of this SFO. Documentation of this evaluation shall be made available to the Government.

E. LESS THAN SUBSTANTIAL COMPLIANCE:

In accordance with both the ADAAG and the UFAS, if no offer is received which either fully or substantially meets the accessibility requirements of new construction, consideration will be given only to offers which meet the following minimum requirements:

1. At least one accessible route shall be provided from an accessible entrance to the leased space and all required accessible areas. At least one interior means of vertical access shall be provided. Elevators shall have complying Controls and Signage.
2. If parking is provided, then accessible spaces shall be included.
3. Accessible toilet rooms shall be provided as follows:
 - a. Where more than one toilet room for each sex is provided on a floor on which the Government leases space, at least one toilet room for each sex on that floor shall be accessible.
 - b. Where only one toilet room for each sex is provided on a floor on which the Government leases space, either one unisex toilet room or one toilet room for each sex on that floor shall be accessible.
 - c. Where only one toilet room is provided in a building where the Government leases space, one unisex toilet room shall be accessible.
 - d. In a qualified historic building where the Advisory Council on Historic Preservation determines that providing the above minimum accessible toilet facilities would threaten or destroy the historic integrity of the space, accessible unisex toilet room(s) shall be provided in the building.

F. If no offer is received which meets the minimum accessibility requirements described above, offers will not be considered unless a waiver of accessibility requirements is requested by the Contracting Officer and granted by the GSA Public Buildings Service Commissioner.

2.2 **AWARD BASED ON PRICE (SEP 2000)**

The lease will be awarded to the responsible Offeror whose offer conforms to the requirements of this SFO and is the lowest priced offer submitted. Refer to the "Price Evaluation" paragraph in the SUMMARY section of this SFO.

3.0 MISCELLANEOUS

3.1 UNIT COSTS FOR ADJUSTMENTS

A. The Offeror is required to state in the offer or in an attachment units prices for the items listed below. Prices shall be quoted as fully installed and finished. The unit prices may be used, upon acceptance by GSA, during the first year of the lease to price alterations costing \$100,000 or less. These prices may be indexed or renegotiated to apply to subsequent years of the lease upon mutual agreement of the Lessor and the Government.

1. The cost per linear foot of office subdividing ceiling-high partitioning.
2. The cost per floor-mounted duplex electrical outlet.
3. The cost per wall-mounted duplex electrical outlet.
4. The cost per floor-mounted fourplex (double duplex) electrical outlet.
5. The cost per wall-mounted fourplex (double duplex) electrical outlet.
6. The cost per dedicated clean electrical computer receptacle.
7. The cost per floor-mounted telephone outlet.
8. The cost per wall-mounted telephone outlet.
9. The cost per interior door.
10. The cost per systems furniture base feed.
11. The cost per two-tube indirect pendant lighting fixture.
12. The cost per down light with two 6" or 7" compact fluorescent bulbs.
13. The cost per fluorescent T-8 wall washer.
14. The cost per square yard for carpet tile.
15. The cost per square foot for acoustical ceiling tile.
16. The cost for interior door hardware.
17. The cost of toilet accessories on a per unit basis.
18. The cost per linear foot for soundproof moveable partitions.
19. The cost per linear foot of cable tray.
20. The cost for T-5 troffer upright lamping per linear foot.

3.2 SUBSEQUENT TENANT IMPROVEMENTS \$100,000 OR LESS (SEP 2000)

A. The Lessor may be requested to provide alterations during the term of the lease. Alterations will be ordered by issuance of GSA Form 276, Supplemental Lease Agreement, GSA Form 300, Order for Supplies or Services, or a Tenant Agency-approved form. The two clauses from GSA Form 3517, General Clauses, 552.232-25, *Prompt Payment* (Deviation FAR 52.232-25), and 552.232-70, *Invoice Requirements*, apply to orders for alterations. All orders are subject to the terms and conditions of this lease.

B. Orders may be placed by the 1) Contracting Officer, 2) GSA Buildings Manager, or 3) Tenant Agency officials when specifically authorized to do so by the Contracting Officer. The Contracting Officer will provide the Lessor with a list of Tenant Agency officials authorized to place orders and will specify the limitations on the authority delegated to Tenant Agency officials. The Tenant Agency officials are not authorized to bind the Lessor on any other matters.

C. Payments for alterations ordered by the Tenant Agency will be made directly by the Tenant Agency placing the order.

3.3 TAX ADJUSTMENT (SEP 2000)

A. Real estate taxes, as referred to in this paragraph, are only those taxes, which are assessed against the building and/or the land upon which the building is located, without regard to benefit to the property, for the purpose of funding general Government services. Real estate taxes shall not include, without limitation, general and/or special assessments, business improvement district assessments, or any other present or future taxes or governmental charges that are imposed upon the Lessor or assessed against the building and/or the land upon which the building is located.

- B. Base year taxes as referred to in this paragraph are 1) the real estate taxes for the first 12-month period coincident with full assessment or 2) may be an amount negotiated by the parties that reflects an agreed upon base for a fully assessed value of the property.
- C. The term "full assessment" as referred to in this paragraph means that the taxing jurisdiction has considered all contemplated improvements to the assessed property in the valuation of the same. Partial assessments for newly constructed projects or for projects under construction, conversion, or renovation will not be used for establishing the Government's base year for taxes.
- D. The Lessor shall furnish the Contracting Officer with copies of all notices which may affect the valuation of said land and buildings for real estate taxes thereon, as well as all notices of a tax credit, all tax bills, and all paid tax receipts, or where tax receipts are not given, other similar evidence of payment acceptable to the Contracting Officer (hereinafter, evidence of payment), and a proper invoice (as described in GSA Form 3517, General Clauses, 552.232-75, *Prompt Payment*) of the tax adjustment including the calculation thereof, for each year that real estate taxes are incurred during the lease term or any extension thereof. All such documents are due within 10 calendar days of receipt except that the proper invoice and evidence of payment shall be submitted within 60 calendar days after the date the tax payment is due from the Lessor to the taxing authority. **FAILURE TO SUBMIT THE PROPER INVOICE AND EVIDENCE OF PAYMENT WITHIN SUCH TIME FRAME SHALL BE A WAIVER OF THE RIGHT TO RECEIVE PAYMENT RESULTING FROM AN INCREASED TAX ADJUSTMENT UNDER THIS PARAGRAPH.**
- E. The Government shall 1) make a single annual lump sum payment to the Lessor for its share of any increase in real estate taxes during the lease term over the amount established as the base year taxes or 2) receive a rental credit or lump sum payment for its share of any decreases in real estate taxes during the lease term below the amount established as the base year taxes. The amount of lump sum payment or rental credit shall be based upon evidence of valuation and payment submitted by the Lessor to the Contracting Officer in accordance with subparagraph D.
1. In the event of an increase in taxes over the base year, the Lessor shall submit a proper invoice of the tax adjustment including the calculation thereof together with evidence of payment to the Contracting Officer. **THE GOVERNMENT SHALL BE RESPONSIBLE FOR PAYMENT OF ANY TAX INCREASE OVER THE BASE YEAR TAXES ONLY IF THE PROPER INVOICE AND EVIDENCE OF PAYMENT IS SUBMITTED BY THE LESSOR WITHIN 60 CALENDAR DAYS AFTER THE DATE THE TAX PAYMENT IS DUE FROM THE LESSOR TO THE TAXING AUTHORITY.** The due date for making payment shall be the 30th calendar day after receipt of evidence of payment by the Contracting Officer or the 30th calendar day after the anniversary date of the lease, whichever is later. If the lease terminates before the end of a tax year, payment for the tax increase due as a result of this section for the tax year will be prorated based on the number of days that the Government occupied the space. No increase will be paid, due, or owing unless all evidence of valuation and payment has been previously submitted to the Contracting Officer. The Government's payment for its share of real estate taxes shall not include any late charges, interest, or penalties imposed by the taxing authority as a result of the Lessor's delinquency in paying such taxes or charges.
 2. In the event of a decrease in taxes from the base year, or in the event of any refund or tax deduction, the Lessor shall notify the Contracting Officer in accordance with subparagraph D. The Government shall be entitled to, and shall receive a credit for, the prorata reduction in taxes applicable to the premises encumbered by this lease, regardless of whether the Government has made a tax payment for that year. The Government's share of the credit will be determined in accordance with subparagraph F and shall be taken as a deduction from the rent. Any credit due the Government after the expiration or earlier termination of the lease (including, but not limited to, credits resulting from a decrease in taxes pursuant to a tax credit due the Lessor; a reduction in the tax assessment; or a tax appeal proceeding for a year of the lease, or portion thereof) shall be made by a lump sum payment to the Government or as a rental credit to any succeeding lease as determined by the Contracting Officer. The Lessor shall remit any lump sum payment to the Government within 15 calendar days of payment by the taxing authority to the Lessor or the Lessor's designee. If the credit due to the Government is not paid by the due date, interest shall accrue on the late payment at the rate established by the Secretary of the Treasury under Section 12 of the Contract Disputes Act of 1978 (United States Code 41 USC 611) that is in effect on the day after the due date. The interest penalty shall accrue daily on the amount of the credit and shall be compounded in 30-day increments inclusive from the first day after the due date through the payment date. The Government shall have the right to pursue the outstanding balance of any tax credit using all such collection methods as are available to the United States to collect debts. Such collection rights shall survive the expiration of this lease.
- F. The Government shall pay its share of tax increases or shall receive its share of any tax decrease based on the ratio of the rentable square feet occupied by the Government to the total rentable square feet in the building or complex (percentage of occupancy). For the purpose of this lease, the Government's percentage of occupancy as of the date hereof is _____ percent based upon an occupancy of _____ rentable square feet in a building of _____ rentable square feet. This percentage shall be subject to adjustment to take into account additions or reductions of the amount of space as may be contemplated in this lease or amendments hereto. The block and lot/parcel or other identification numbers for the property, building(s), and parking areas(s) occupied under this lease are _____.
- G. The Government may direct the Lessor upon reasonable notice to initiate a tax appeal, or the Government may decide to contest the tax assessment on behalf of the Government and the Lessor or for the Government alone. The Lessor shall furnish to the Government information necessary for appeal of the tax assessment in accordance with the filing requirements of the taxing authority. If the Government decides to contest the tax assessment on its own behalf or on behalf of the Government and the Lessor, the Lessor shall cooperate and use all reasonable efforts including, but not limited to, affirming the accuracy of the documents, executing documents required for any legal proceeding, and taking such other actions as may be required. If the Lessor initiates an appeal on behalf of the Government, the Government and the Lessor will enter into an agreement to establish a method for sharing expenses and tax savings.

3.4 PERCENTAGE OF OCCUPANCY

The percent of the building occupied by the Government, for purposes of tax adjustments, will be established during negotiations.

3.5 OPERATING COSTS (NCR VARIATION (NOV 2001))

- (A) Beginning with the second year of the lease and each year thereafter, the Government shall pay adjusted rent for changes in costs for cleaning services, supplies, materials, maintenance, trash removal, landscaping, water and sewer charges, heating, electricity, and certain administrative expenses attributable to occupancy. Applicable costs listed on GSA Form 1217, Lessor's Annual Cost Statement, when negotiated and approved, will be used to determine the base operating cost adjustments. The agreed-upon initial operating costs shall be stated in paragraph 2 or other lease document.
- (B) The amount of adjustment will be determined by multiplying the base operating costs by the percent change in the revised Consumer Price Index (CPI) for wage earners, non-managerial clerical workers, U.S. City average, all items figure, (1982-1984 = 100) published by the Bureau of Labor Statistics, U.S. Department of Labor.
- (C) The first percent change will be computed by comparing the index figure published for the month prior to the lease commencement date with the index figure published for the month before the anniversary date of the lease. For example, a lease commencing in June of 2001 would use the index published for May of 2001 and that figure would be compared with the index published for May of 2002 to determine the percent change.
- (D) Each successive adjustment shall use the percent difference between the prior year index figure and the current year index figure for the month before the next anniversary date of the lease. In the example used, the second adjustment would compare the CPI for May of 2002 with that of May of 2003 to determine the percent change. The percent change shall be applied to the escalated operating costs from the previous year. For example, if the initial operating costs were \$10,000 and the initial adjustment calculated under paragraph (C) above were \$250, then the operating costs to be used for the second adjustment calculation would be \$10,250.
- (E) Payment will be by permanently adding 1/12 of the adjustment to the monthly installment of fixed rent. Rental adjustments will be effective on the anniversary date of the lease. Payment of the adjusted rental rate will become due (for purposes of any interest due) on the first workday of the second month following the publication of the CPI for the month prior to the anniversary date (adjustment effective date).
- (F) If the Government exercises an option to renew the lease term annual adjustments will continue in the manner described above.
- (G) Change in base operating costs.
- (i) If a change in the operating costs occurs for such things as commencement of daytime cleaning or expansion of space (where the expansion space is rented at the same rate as the original space), annual adjustments shall be calculated separately on the increase/decrease in operating costs. However, such adjustment shall be effective only after the increased costs have been in effect for at least one year. Therefore, for expansions not occurring on the anniversary date of the lease, the adjustment shall be due and payable on the anniversary date of the lease following the first anniversary date of the expansion. The first rent adjustment for the increase in base operating costs shall be calculated by comparing the CPI for the month before the effective date of the change in base operating costs (such as the expansion effective date) with the CPI for the month before the lease anniversary date. For subsequent adjustments, the increase in the base operating costs shall be added to the other escalated base operating costs and only one calculation shall be made.
- (ii) In cases where an expansion of leased space occurs and the expansion space is rented at a different rate than the original space, the base operating costs shall be reestablished in the Supplemental Lease Agreement to take the additional space. The new base operating costs shall be a prorated blend of the escalated original base operating costs and the base operating costs for the new space from the GSA Form 1217 for the new space. The CPI's shall continue to be determined as specified in paragraph (D) above, and operating cost rental adjustments shall continue to be made on the anniversary date of the lease.
- (H) In the event of a decrease in the CPI during the occupancy under the lease, the rental amount will be reduced accordingly. The amount of such reduction will be determined in the same manner as increases in the rent provided under this clause.
- (I) The offer shall clearly state whether the rental is firm throughout the term of the lease or if it is subject to annual adjustment of operating costs as indicated above. If operating costs will be subject to adjustment, those costs shall be specified on GSA Form 1364, Proposal to Lease Space, contained elsewhere in this SFO.

3.6 OPERATING COSTS BASE (SEP 2000)

The base for the operating costs adjustment will be established during negotiations based upon ANSI/BOMA Office Area square feet.

3.7 RENTABLE SPACE (SEP 2000)

Rentable space is the area for which a tenant is charged rent. It is determined by the building owner and may vary by city or by building within the same city. The rentable space may include a share of building support/common areas such as elevator lobbies, building corridors, and floor service areas. Floor service areas typically include restrooms, janitor rooms, telephone closets, electrical closets, and mechanical rooms. The rentable space does not include vertical building penetrations and their enclosing walls, such as stairs, elevator shafts, and vertical ducts.

3.8 ANSI/BOMA OFFICE AREA SQUARE FEET (NCR VARIATION (AUG 2002))

- A. For the purposes of this SFO, the Government recognizes the American National Standards Institute/Building Owners and Managers Association (ANSI/BOMA) International standard (Z65.1-1996) definition for Office Area, which means "the area where a tenant normally houses personnel and/or furniture, for which a measurement is to be computed."
- B. ANSI/BOMA Office Area square feet shall be computed by measuring the area enclosed by the finished surface of the room side of corridors (corridors in place as well as those required by local codes and ordinances to provide an acceptable level of safety and/or to provide access to essential building elements) and other permanent walls, the dominant portion (refer to Z65.1) of building exterior walls, and the center of tenant-separating partitions. Where alcoves, recessed entrances, or similar deviations from the corridor are present, ANSI/BOMA Office Area square feet shall be computed as if the deviation were not present. For purposes of this solicitation, floor common area, including rest rooms, janitor's closets, telephone and electrical closets, mechanical rooms, elevator lobbies, and public or fire safety egress corridors are not included.

3.9 COMMON AREA FACTOR (SEP 2000)

If applicable, the Offeror shall provide the Common Area Factor (a conversion factor(s) determined by the building owner and applied by the owner to the ANSI/BOMA Office Area square feet to determine the rentable square feet for the offered space).

3.10 APPURTENANT AREAS

The right to use appurtenant areas and facilities is included. The Government reserves the right to post Government rules and regulations where the Government leases space.

3.11 VENDING FACILITIES (SEP 2000)

- A. Approximately _____ square feet of the ANSI/BOMA Office Area space in the "Amount and Type of Space" paragraph of the SUMMARY section of this SFO will be used for the operation of a vending facility(ies) by the blind under the provisions of the Randolph-Sheppard Act (United States Code 20 USC 107 et. seq.). The Government will control the number, kind, and locations of vending facilities and will control and receive income from all automatic vending machines. The Lessor is required to provide necessary utilities and to make related alterations. The cost of the improvements will be negotiated, and payment will be made by the Government either on a lump-sum basis or a rental increase.
- B. The Government will assure that the facility(ies) does not compete with other facilities having exclusive rights in the building. The Offeror shall advise the Government if such rights exist.

3.12 ADJUSTMENT FOR VACANT PREMISES, GSAR 552.270-16 (VARIATION) (SEP 1999)

- A. If the Government fails to occupy any portion of the leased premises or vacates the premises in whole or in part prior to expiration of the term of the lease, the rental rate will be reduced.
- B. The rate will be reduced by that portion of the costs per ANSI/BOMA Office Area square foot of operating expenses not required to maintain the space. Said reduction shall occur after the Government gives 30 calendar days prior notice to the Lessor and shall continue in effect until the Government occupies the premises or the lease expires or is terminated.
- C. The Adjustment for Vacant shall be _____ per ANSI/BOMA Usable square foot.

3.13 EVIDENCE OF CAPABILITY TO PERFORM (SEP 2000)

A. AT THE TIME OF SUBMISSION OF OFFERS, THE OFFEROR SHALL SUBMIT TO THE CONTRACTING OFFICER:

1. Satisfactory evidence of at least a conditional commitment of funds in an amount necessary to prepare the space. Such commitments shall be signed by an authorized bank officer and at a minimum shall state: amount of loan; term in years; annual percentage rate; and length of loan commitment.
2. The name of the proposed construction contractor, as well as evidence of the contractor's experience, competency, and performance capabilities with construction similar in scope to that which is required herein.
3. The license or certification to practice in the state where the facility is located from the individual(s) and/or firm(s) providing architectural and engineering design services.
4. Compliance with local zoning laws or evidence of variances, if any, approved by the proper local authority.
5. Evidence of ownership or control of site.

B. AFTER AWARD:

The successful Offeror/Lessor shall provide to the Contracting Officer evidence of:

- (1) A firm commitment of funds in an amount sufficient to perform the work within 45 calendar days after award.
- (2) Award of a construction contract with a firm completion date within 3 weeks of receipt of Government's Notice to Proceed.
- (3) Issuance of a building permit covering construction of the tenant improvements within 75 calendar days of Government's approval of working-construction drawings.

3.14 CONSTRUCTION SCHEDULE

- A. Within 14 days after award of the lease contract, the successful Offeror shall submit to the Contracting Officer a tentative construction schedule giving the dates on which the various phases of construction will be completed to coincide with the Government's required occupancy date. Refer to the "Occupancy Date" paragraph in the SUMMARY section of this SFO. The finalized schedule shall be submitted no later than 28 days after award.
- B. The schedule shall include timing for completion of design and construction milestones including, but not limited to: 1) submittal of preliminary plans and specifications; 2) submittal of other working drawings; 3) issuance of a building permit; 4) completed construction documents; 5) start of construction; 6) completion of principal categories of work; 7) phased completion and availability for occupancy of each portion of the Government-demised area (by floor, block, or other appropriate category); and 8) final construction completion.

3.15 CONSTRUCTION SCHEDULE OF TENANT IMPROVEMENTS (SEP 2000)

- A. The construction schedule shall commence upon lease award, unless otherwise expressly agreed by the Lessor and Government as stated in the lease. The schedule shall be divided into eight tasks. These are: 1) the Lessor's generation of the design intent drawings; 2) the Government's approval of the design intent drawings; 3) the Lessor's generation of the Government's working/construction drawings; 4) the Government's review of the working/construction drawings; 5) the Lessor's completion of the bidding process; 6) the Government's issuance of the Notice to Proceed; 7) the Lessor's construction of the subject leased area; and 8) the Government's acceptance of the Lessor's construction. Each of these tasks is detailed below. All reference to number of days shall be calendar days. References to "approval" shall mean such approval granted by the Contracting Officer. During the construction schedule, the Government may request regularly scheduled progress meetings and request that the Lessor keep meeting minutes of discussion topics and attendance. During design and construction, the Lessor may discover instances where the Government's directives conflict. In such cases, the Lessor shall immediately notify the Contracting Officer so that the Government may issue a determination as to how to proceed beyond the building shell.

This same process of design and construction delivery shall apply during the lease term for tenant alterations as well.

B. **BLOCKING AND STACKING DIAGRAM:**

The Lessor shall prepare, at the Lessor's expense, and provide to the Government, for the Government's approval, a blocking and stacking diagram defining each subgroup of the Tenant and how the Tenant is proposed to fit in the offered space.

C. **DESIGN INTENT DRAWINGS:**

It is anticipated that all drawings will be done and delivered to the Government in phases. The parties shall agree to the phasing after lease award.

1. The Lessor shall prepare, at the Lessor's expense, and provide to the Government, for the Government's approval, design intent drawings detailing the Tenant Improvements to be made by the Lessor within the Government's demised area. The Government shall use best efforts to coordinate the provision of such information and details as required by the Lessor's architect to complete such drawings in a timely manner. Design intent drawings, for the purposes of this lease, are defined as fully-dimensioned drawings of the leased space which include enough information to prepare construction drawings and shall consist of: 1) furniture locations, telephone and data outlet types and locations; 2) specifications necessary for calculation of electrical and HVAC loads; and 3) all finish/color/signage selections. Additionally, the lessor shall include a revised LEED™ scorecard and narrative as well as a description and reasons for any changes from the previous LEED™ scorecard submittal. Drawings shall be completed consistent with the agreed upon design and construction schedule.

2. Government Review. The Government retains the right to review, approve, and request modifications (if necessary) to the Lessor's design intent drawings prior to the Lessor's commencement of working/construction drawings. The Government shall perform all reviews of design intent drawings within 21 days of receipt of such from Lessor. Should the Government require that modifications be made to the Lessor's design intent drawings before approval can be granted, the Government shall state as such in writing to the Lessor, and the Lessor shall have 14 days to cure all noted defects before returning the design intent drawings to the Government for a subsequent review, which shall be no more than 7 days. Upon review of the design intent drawings, a notice shall be transmitted to the Lessor, and the Lessor shall commence working/construction drawings for the space. At the sole discretion of the Government, the Lessor may be required to submit a budget proposal, based on the Tenant Improvements and associated work as shown on the design intent drawings. This budget proposal shall be completed within 30 days of the Government's request. Delay of receipt of such proposal shall result in a Lessor delay.

D. **WORKING/CONSTRUCTION DRAWINGS:**

The Lessor shall prepare, out of the Tenant Improvement Allowance, final working/construction drawings for the Improvements illustrated on the Government-approved design intent drawings. The working/construction drawings shall include all mechanical, electrical, plumbing, fire safety, lighting, structural, and architectural improvements scheduled for inclusion into the Government-demised area. Working/construction drawings shall also be annotated with all applicable specifications. The resulting product shall reflect requirements, which are substantially the same as that specified by the Government-approved design intent drawings and shall incorporate neither extraneous additions nor deletions of requirements. The Lessor's working/construction drawings shall be due to the Government within 30 days of the Government's approval of the design intent drawings. Working/construction drawings shall clearly identify 1) Tenant Improvements already in place and 2) the work to be done by the Lessor or others. The Government may also require at the time of submission of working/construction drawings that the Lessor submit a written price proposal along with adequate cost and pricing data for any costs or credits to the Government, which are beyond the scope of the original SFO and its attachments. Any work shown on the working/construction drawings, which is building shell, shall be clearly identified as such. Additionally, the lessor shall include a revised LEED™ scorecard and narrative as well as a description and reasons for any changes from the previous LEED™ scorecard submittal. Final system(s)

commissioning plan (See section 6.7) and construction IAQ plan (See section 4.4) shall be submitted for review with the 100% CDs.

E. REVIEW OF WORKING/CONSTRUCTION DRAWINGS:

The Government retains the right to review, and request modifications (if necessary) to, the Lessor's working/construction drawings prior to the Lessor's commencement of interior construction. The Government's review of the working/construction drawings is limited to the working/construction drawings' conformance to the specific requirements of the SFO and to the approved design intent drawings. The Government shall perform all reviews of working/construction drawings within 21 days of receipt of such from the Lessor. Should the Government require that modifications be made to the Lessor's working/construction drawings, the Government shall state such in writing to the Lessor, and the Lessor shall have 14 days to cure all noted defects before returning the working/construction drawings to the Government for a subsequent review, which shall be no more than 7 day. Upon complete Government review for conformance of the working/construction drawings to the design intent drawings and after the Government's acceptance of Lessor's cost proposal (as discussed below), **A NOTICE TO PROCEED SHALL BE TRANSMITTED TO THE LESSOR**, and the Lessor shall obtain the necessary permits and shall commence construction of the space. Notwithstanding the Government's review of the working/construction drawings, the Lessor is solely responsible and liable for the technical accuracy of the working/construction drawings in meeting all requirements and provisions of the lease and the Government-provided design intent drawings.

F. BIDDING PROCESS:

At the Government's sole discretion, the Lessor shall:

1. Provide cost and pricing data in conjunction with the tenant alterations as specified by the Government in Form 3517 per the terms and conditions noted therein or,
2. Provide a price based upon the results of a competitive bid proposal process as follows:
 - (a) The scope of work includes the lease (including the SFO and all SFO attachments), the construction drawings/documents as prepared by the Lessor, and written specifications. In cases of discrepancies, the lease shall govern over any other documents. All differences will be resolved by the Contracting Officer in accordance with the terms and conditions of the lease.
 - (b) No building shell items shall be included in the competitive proposal.
 - (c) A minimum of three qualified contractors must be invited to participate in the competitive proposal process. Each participant must compete independently in the process.
 - (d) Each submitted proposal must be reviewed by the Government. The Government reserves the right to determine if bids meet with the scope of work, that the price is reasonable, and that the offeror is qualified to perform the work.
 - (e) The Government may elect to be represented at all negotiation sessions between the Lessor and potential contractors.
 - (f) The Lessor must certify to the Government that best efforts have been made to obtain the most competitive prices possible, that the Lessor shall accept responsibility for all prices through direct contracts with all contractors, and that all performance specifications of the lease shall be met. A certification form, provided by the Government, shall accompany the final bid package.
 - (g) The Lessor shall complete the competition and the cost proposal process in 30 days or less from the date of issuance of completed construction documents. The Lessor shall accompany the bids with a recommendation for selection and with a summary in spreadsheet format comparing the bidders proposal and indicating the exceptions or variations proposed by the bidders.
 - (h) Once the Government determines that there is adequate competition, and upon the Government's acceptance of the Lessor's cost proposal based upon that competition (provided the Lessor selects the competition's lowest priced bid of a contractor qualified to perform the subject work), the Contracting Officer shall issue to the Lessor a Notice To Proceed (NTP) within 30 days for the subject work, provided the cost is within the Government's budget for subject work. The NTP may be a partial or a complete NTP, and/or in the event the Lessor's cost proposals for the tenant alteration work exceeds the Government's budget, the Government may elect to have the working drawings value engineered by the Lessor's construction and design team to meet the Government's budget. The cost of these modifications shall be paid by the Government.

G. CONSTRUCTION OF TENANT IMPROVEMENTS:

The Lessor shall construct all Tenant Improvements in accordance with 1) the Government reviewed working/construction drawings and 2) all terms and conditions of the SFO. The Lessor shall complete Tenant Improvements within the agreed upon time frame in the design and construction schedule. The Lessor shall furnish a detailed construction schedule (such as Critical Path Method) to the Government within 5 days of issuance of the notice to proceed. Such schedule shall also indicate the dates available for the Government contractors to install telephone/data lines or equipment. The Government reserves the right to access any space within the building during the conduct of interior construction for the purposes of performing inspections or for installing Government-furnished equipment. The Government shall coordinate with the Lessor the activity of Government contractors in order to minimize conflicts with, and disruption to, other contractors on site. Access shall not be denied to authorized Government officials including, but not limited to, Government contractors, subcontractors, or consultants acting on behalf of the Government with regard to this project.

H. DELAYS:

Delays by the city or county in issuance of a building permit after Lessor has applied for a permit with all due diligence and delays by city or county inspectors in completing inspections necessary to issue the Certificate of Occupancy for the building will be

considered excusable delay. Owner agrees to provide the Government a copy of the application for the permit. Delays caused by the failure of Lessor to receive long-lead items requested by the Government shall be considered excusable delay provided that the Lessor has ordered such items in a timely manner. Lessor, if requested by the Government, must provide necessary documentation related to purchase of long-lead items.

Should either the Government or the Lessor fail to discharge their responsibilities as defined herein within the time allocated under the agreed upon construction schedule, such shall constitute "delay". Delay caused by either party may be offset by the early completion of that party's other responsibilities within the schedule. The absolute value of the number of days of one party's delay minus the number of days of the remaining party's delay shall equal the total number of days of delay for a given stage of the schedule. Delay shall be attributable to the party having caused the greatest number of days of delay and shall be termed either "Government Delay" or "Lessor Delay" as appropriate.

If Government delay occurs, then the rent commencement date shall be the same number of days earlier than the acceptance date as the number of days of delay. Any rental paid by the Government prior to actual occupancy shall be less the cost for services and utilities (Base Cost of Services) of the vacant premises. In any event, the Government will not be required to accept space and commence rent prior to the original date as indicated in the "Occupancy Date" paragraph of the SFO, unless otherwise agreed to by the Government. Each day of Lessor Delay will increase the amount of free rent after occupancy by the Government on a day for day basis as defined herein and per paragraph the "Default in Delivery" paragraph of the GSA Form 3517.

I. ACCEPTANCE OF SPACE:

Ten (10) days prior to the completion of interior construction, the Lessor shall issue written notice to the Government to inspect the space. The Government shall have five (5) days to inspect and to either accept or reject the subject space.

1. Substantially completed space will be accepted by the Government subject to the completion of minor punch list items. Space that is not substantially complete will not be accepted by the Government. Should the Government reject the Lessor's space as not substantially complete as defined herein, the Lessor shall immediately undertake remedial action and when ready shall issue a subsequent notice to inspect to the Government.
2. Before the Government will accept space, the Lessor shall provide to the Contracting Officer 1) evidence of the issuance of a building permit incorporating the construction of required improvements, 2) a copy of the Certificate of Occupancy, and 3) a complete air balancing report.

J. RENT COMMENCEMENT:

The rent commencement date for the lease shall be the date that space acceptance is made by the Government for the space. Any rental paid by the Government prior to actual occupancy shall be less the cost for services and utilities. In any event, the Government will not be required to accept space and commence rent prior to the original schedule.

K. LEASE COMMENCEMENT:

The Government shall issue GSA Form 276, Supplemental Lease Agreement, to establish the lease commencement date after the Government's acceptance of the space. In any case, the lease commencement date shall not be prior to the rent commencement date.

3.16 PROGRESS REPORTS (SEP 2000)

After start of construction, at the Government's discretion, the successful Offeror shall submit to the Contracting Officer, written progress reports at intervals of 14 days. Each report shall include information as to 1) percentage of the work completed by phase and trade; 2) a statement as to expected completion and occupancy date; 3) changes introduced into the work; 4) general remarks on such items as material shortages, strikes, weather, etc. and 5) a statement on the data and records collected required for LEED™ silver certification. In addition, at the Government's discretion, the Lessor shall conduct weekly meetings to brief Government personnel and/or contractors regarding the progress of design and construction of the Government-demised area. Such meetings shall be held at a location to be designated by the Government.

3.17 CONSTRUCTION INSPECTIONS

- A. Construction inspections will be made periodically by the Contracting Officer and/or designated technical representatives to review compliance with the SFO requirements and the final working drawings.
- B. Periodic reviews, tests, and inspections by the Government are not to be interpreted as resulting in any approval of the Lessor's apparent progress toward meeting the Government's objectives but are intended to discover any information which the Contracting Officer may be able to call to the Lessor's attention to prevent costly misdirection of effort. The Lessor shall remain completely responsible for designing, constructing, operating, and maintaining the building in full accordance with the requirements of this SFO.

3.21 REQUIRED PROOF OF AUTHORITY (NCR VARIATION (AUG 2002))

As a condition of lease award, the Government will require one of the following forms of proof of signing authority before the Government executes the lease:

- A. General Partnership – Copy of Partnership Agreement
- B. Limited Partnership – Copy of Partnership Agreement or copy of current Certificate of Limited Partnership
- C. Corporation – Corporate Resolution certified by the Secretary of the Corporation or an Informal Action signed by the Board of Directors. The Resolution or Informal Action must approve the lease and indicate who has authority to sign for the corporation.
- D. Joint Venture – Copy of Joint Venture Agreement
- E. Company – Copy of formation document indicating who can bind the company

21. Paint; and

22. Plastic film (including high density polyethylene).

- D. If any waste materials encountered during the demolition or construction phase are found to contain lead, asbestos, polychlorinated biphenyls (PCB's) (such as fluorescent lamp ballasts), or other harmful substances, they shall be handled and removed in accordance with federal and state laws and requirements concerning hazardous waste.
- E. In addition to providing "one-time" removal and recycling of large-scale demolition items such as carpeting or drywall, the Lessor shall provide continuous facilities for the recycling of incidental construction waste during the initial construction.
- F. Construction, demolition and renovation recycling and disposal records shall be accessible to the Contracting Officer and EPA Facility Manager. Records shall be submitted to the CO monthly with a final report at the conclusion of any construction work. The reports shall include date of disposal, quantity by weight of the materials reused, recycled or deposited in a landfill, identification of hazardous wastes and method of hazardous waste disposal.

4.3 EXISTING FIT-OUT, SALVAGED, OR RE-USED BUILDING MATERIAL (SEP 2000)

- A. Items and materials existing in the offered space, or to be removed from the offered space during the demolition phase, are eligible for reuse in the construction phase of the project. The reuse of items and materials is preferable to recycling them; however, items considered for reuse shall be in refurbishable condition and shall meet the quality standards set forth by the Government in this SFO. In the absence of definitive quality standards, the Lessor shall ensure that the quality of the item(s) in question shall meet or exceed accepted industry or trade standards for first quality commercial grade applications.
- B. The Lessor shall submit a reuse plan to the Contracting Officer. The Government will not pay for existing fixtures and other Tenant Improvements accepted in place. However, the Government will reimburse the Lessor, as part of the Tenant Improvement Allowance, the costs to repair or improve such fixtures or improvements identified on the reuse plan and approved by the Contracting Officer.

4.4 INDOOR AIR QUALITY DURING CONSTRUCTION (SEP 2000)

- A. The Offeror shall provide to the Government 2 copies (GSA Contracting Officer and EPA Designee) of the material data sheets for their review and approval of the following items prior to their purchase, installation or use: adhesives, caulking, sealants, insulating materials, fireproofing or firestopping materials, paints, carpets, floor and wall patching or leveling materials, lubricants, clear finish for wood surfaces, and janitorial cleaning products. All paints and coatings shall meet the latest requirements for VOC and chemical components of the Green Seal standard for paints (GS-11). (refer to section 10.3)
- B. The Contracting Officer may eliminate from consideration products with significant quantities of toxic, flammable, corrosive, or carcinogenic material and products with potential for harmful chemical emissions. Materials used often or in large quantities will receive the greatest amount of review.
- C. All MSDS shall comply with Occupational Safety and Health Administration (OSHA) requirements. The Lessor and its agents shall comply with all recommended measures in the MSDS to protect the health and safety of personnel.
- D. To the greatest extent possible, the Lessor shall sequence the installation of finish materials so that materials that are high emitters of volatile organic compounds (VOC), e.g. paints, sealants and coatings, are installed and allowed to cure before installing interior finish materials, especially soft materials that are woven, fibrous, or porous in nature, that may adsorb contaminants and release them over time.
- E. Where demolition or construction work occurs adjacent to occupied space, the Lessor shall erect appropriate barriers (noise, dust, odor, etc.) and take necessary steps to minimize interference with the occupants. This includes maintaining acceptable temperature, humidity, and ventilation in the occupied areas during window removal, window replacement, or similar types of work.
- F. A final flush-out period of two weeks shall be provided before occupancy with 100% outside air for the first 72 hours and normal design condition ventilation for the balance of the duration. The Lessor shall ventilate with 100 percent outside air at the recommended air change rate during installation of materials and finishes. Refer to the latest edition of American Society of Heating, Refrigerating, and Air Conditioning Engineers, Inc. ANSI/ASHRAE Standard 62, *Ventilation for Acceptable Indoor Air Quality*. If outside air would cause unacceptable inside temperature levels, humidity levels, and/or air quality, an alternate ventilation plan may be submitted to the Contracting Officer for approval. An acceptable alternate ventilation plan, prior to the Government's occupancy, shall be trace gas testing, and in the event the testing indicates unacceptable indoor air quality, the Lessor shall remediate until an acceptable indoor air quality level compliant with ANSI/ASHRAE Standard 62 is achieved.
- G. The Offeror shall submit a Construction IAQ Management Plan for construction during pre-occupancy and occupied conditions with the offer. The plan and implementation shall comply with SMACNA 1995 Guideline for Occupied Buildings Under Construction (for source control, pathway interruption and housekeeping) and include all Materials Safety Data Sheets (MSDS) with compliance guidelines to follow for all applicable OSHA requirements. Sequence installation of wet products before absorptive products. Protect all on-site absorptive materials from moisture damage and dust infiltration. Any wet drywall must be removed and disposed, installed or not, due to occupant health risks from potential mold growth. Replace filtration media immediately prior to occupancy. Filtration media used during and after construction shall have a Minimum Efficiency Reporting Value (MERV) of 13 as determined by ASHRAE 52.2-1999.

4.0 GENERAL ARCHITECTURE

4.1 QUALITY AND APPEARANCE OF BUILDING EXTERIOR (NCR VARIATION (AUG 2002))

The space offered shall be located in a modern office building with a facade of stone, marble, brick, stainless steel, aluminum, or other permanent materials in good condition acceptable to the Contracting Officer. If not in a new office building, the space offered shall be in a building that has undergone, or will complete by occupancy, first class restoration or adaptive reuse for office space with modern conveniences. If the restoration work is underway or proposed, then architectural plans acceptable to the Contracting Officer shall be submitted as part of the offer. The building shall be compatible with its surroundings. Overall, the building shall project a professional and aesthetically-pleasing appearance including an attractive front and entranceway. The building shall have energy-efficient windows or glass areas consistent with the structural integrity of the building, unless not appropriate for intended use. The facade, downspouts, roof trim, and window casing shall be clean and in good condition.

Should new construction be proposed in response to this solicitation, the face of the building's exterior shall not be less than 20 feet to the protected/defended perimeter (i.e. any potential point of explosion). As an example, this would mean the distance from the building to the curb protected by bollards, planters, or other street furniture. Such potential points of explosion may be, but may not be limited to, such areas that could be accessible by any type of motorized vehicle (i.e. street, alley, sidewalk, driveway, parking lot).

4.2 CONSTRUCTION WASTE MANAGEMENT (SEP 2000)

A. Recycling construction waste means providing all services necessary to furnish construction materials or wastes to organizations, which will employ these materials, or wastes in the production of new materials. Recycling includes required labor and equipment necessary to separate individual materials from the assemblies of which they form a part.

B. The Offeror shall submit to the Government a proposal to dispose of or recycle construction waste. Where the small quantity of material, the extraordinarily complex nature of the waste disposal method, or prohibitive expense for recycling would represent a genuine hardship, the Government may permit alternative means of disposal. This requirement shall also apply to subsequent alterations under the lease.

C. The Offeror/Lessor shall recycle at a minimum the following items during, demolition, construction, and any future renovations under the terms of the lease, subject to availability of recycling facilities and economic evaluation. The offeror shall submit a Construction Period Recycling Program Plan with their offer.

1. ceiling grid and tile;
2. Fluorescent light bulbs and lighting fixtures including proper disposal of any transformers and ballasts;
3. duct work and HVAC equipment;
4. wiring and electrical equipment;
5. aluminum and/or steel doors and frames;
6. hardware;
7. drywall;
8. steel studs;
9. carpet, carpet backing, and carpet padding;
10. wood;
11. insulation;
12. cardboard packaging;
13. pallets;
14. windows and glazing materials;
15. all miscellaneous metals (as in steel support frames for filing equipment); and
16. all other finish and construction materials.
17. Land clearing debris;
18. Wood composite materials, such as plywood, OSB and particle board;
19. Concrete masonry units;
20. Bricks, concrete and asphaltic concrete;

4.5 WORK PERFORMANCE (SEP 2000)

All work in performance of this lease shall be done by skilled workers or mechanics and shall be acceptable to the Contracting Officer. The Contracting Officer retains the right to reject the Lessor's workers 1) if such are either unlicensed, unskilled, or otherwise incompetent or 2) if such have demonstrated a history of either untimely or otherwise unacceptable performance in connection with work carried out in conjunction with either this contract or other Government or private contracts.

4.6 BUILDING SYSTEMS (JAN 1997)

Whenever requested, the Lessor shall furnish at no cost to GSA a report by a registered professional engineer(s) showing that the building and its systems as designed and constructed will satisfy the requirements of this lease.

4.7 SPACE EFFICIENCY (SEP 2000)

The design of the space offered shall be conducive to efficient layout and good utilization as determined by the Government at its sole discretion.

4.8 CAD AS-BUILT FLOOR PLANS (NCR VARIATION (AUG 2002))

- A. Computer-Aided Design (CAD) files of as-built floor plans showing the space under lease, as well as corridors, stairways, and core areas, shall be provided to the Contracting Officer at Lessor's cost within 30 days after occupancy. The Government shall be entitled to a thirty (30) day inspection period within which to evaluate the quality of the plans. In the event it is determined within the thirty (30) day inspection period that the plans are defective, the Lessor shall provide another set of plans to replace the defective set. Any additional plans will be at the cost of the Government. The plans shall have been generated by a CAD program which is compatible with the latest release of AutoCAD. The required file extension is .DWG. Clean and purged files shall be submitted on 3-1/2-inch double-sided, high density diskettes, or on CD-ROM. They shall be labeled with building name, address, list of drawing(s), date of the drawing(s), and Lessor's architect and phone number and conform to "PBS Standards for CAD Deliverables" (OCT 2001) which are available by request or on the web at http://www.gsa.gov/attachments/GSA_POLICIES/extpol/CADdeliverables_6.pdf. The Lessor's operator shall demonstrate the submission on GSA equipment, if requested by the Contracting Officer.
- B. The Lessor shall be responsible to maintain CAD as-built floor plans at the tenant's expense with each improvement project, which occurs in the Government's space during occupancy. At the time of each update, the Lessor will be responsible to validate all measurements and construction features of the space. In the event that the tenant has made buildout improvements to the space without the Lessor's knowledge or consent, the Government will be responsible for the fair and reasonable design fees to update the as-built drawings.

4.9 FLOORS AND FLOOR LOAD (SEP 2000)

All adjoining floor areas shall be 1) of a common level not varying more than 1/4 inch over a 10-foot, 0-inch horizontal run in accordance with the American Concrete Institute standards, 2) non-slip, and 3) acceptable to the Contracting Officer. Underfloor surfaces shall be smooth and level. Office areas shall have a minimum live load capacity of 50 pounds per ANSI/BOMA Office Area square foot plus 20 pounds per ANSI/BOMA Office Area square foot for moveable partitions. Storage areas shall have a minimum live load capacity of 100 pounds per ANSI/BOMA Office Area square foot including moveable partitions. A report showing the floor load capacity, at no cost to the Government, by a registered professional engineer may be required. Calculations and structural drawings may also be required.

4.10 EXITS AND ACCESS (SEP 1991)

Vestibules shall be provided at public entrances and exits wherever weather conditions and heat loss are important factors for consideration. In the event of negative air pressure conditions, provisions shall be made for equalizing air pressure.

4.11 WINDOWS (NCR VARIATION (AUG 2002))

- A. Office space must have "new" and modern, or "refurbished," windows acceptable to the Contracting Officer in each exterior bay. All windows shall be weather-tight. Air infiltration in exterior glazing systems must be no greater than .20 cfm/linear foot of sash perimeter, per ASTM E 783, at a static pressure of 6.24 psf. Windows shall have a fixed sash. The use of natural but controlled day lighting should be maximized without compromising energy conservation objectives. Day lighting elements such as, windows, skylights and clerestories are encouraged in the building design. Size and placement of these elements shall be designed to minimize solar gains during peak load periods. In addition, windows shall be double glazed, incorporate low E or superior smart glazing options, insulated, and include shading devices sized to allow maximum day lighting with minimal solar gain.
- B. Operable windows that open shall be equipped with locks. Off-street, ground level windows and those accessible from fire escapes, adjacent roofs, and other structures that can be opened shall be fitted with a sturdy locking device.
- C. In Government occupied space, applications of shatter resistant material, acceptable to the Government, shall be applied to exterior windows based on the Building Security Assessment. The material shall be maintained according to installation specifications.

4.12 ACCESSIBILITY (SEP 2000)

The building, leased space, and areas serving the leased space shall be accessible to persons with disabilities in accordance with both the ADAAG (36 CFR Part 1191, App. A) and the UFAS (41 CFR Part 101-19.6, App. A). Where standards conflict, the more stringent shall apply.

4.13 LANDSCAPING (SEP 2000)

- A. The site shall be landscaped for low maintenance xeroscaping requiring minimal or no use of fertilizers, pesticides, herbicides and potable water considering green roofs, drip irrigation, harvested rainwater, and plants that are either native or well adapted to local growing conditions.
- B. Landscape management practices shall prevent pollution by:
1. employing practices which avoid or minimize the need for fertilizers and pesticides;
 2. prohibiting the use of the 2,4-Dichlorophenoxyacetic Acid (2,4-D) herbicide and organophosphates; and
 3. composting/recycling all yard waste.
- C. The Lessor shall use landscaping products with recycled content as required by Environmental Protection Agency's (EPA's) Comprehensive Procurement Guidelines (CPG) for landscaping products. Refer to EPA's CPG web site, www.epa.gov/cpg.
- D. The Contracting Officer shall approve the landscaping to be provided.

4.14 INTEGRATED PEST MANAGEMENT PROGRAM

- A. The Lessor shall institute a comprehensive Integrated Pest Management (IPM) program for the premises listed herein. IPM is a process for achieving long-term, environmentally sound pest suppression and prevention through the use of a wide variety of technological and management practices. Control strategies in an IPM program include:
- Structural and procedural modifications to reduce food, water, harborage, and access used by pests.
 - Pesticide compounds, formulations, and application methods that present the lowest potential hazard to humans and the environment.
 - Non-pesticide technologies such as trapping and monitoring devices.
 - Coordination among all facilities management programs that have a bearing on the pest control effort.

B. The Lessor shall adequately suppress the following pests:

1. Indoor populations of rodents, insects, arachnids, and other arthropods.
2. Outdoor populations of potentially indoor-infesting species that are within the property boundaries of the specified buildings.
3. Nests of stinging insects within the property boundaries of the specified buildings.
4. Individuals of all excluded pest populations that are incidental invaders inside the specified buildings, including winged termite swarmers emerging indoors.

C. The Lessor shall not be responsible for control of the following pests:

1. Birds, bats, snakes, and all other vertebrates other than commensal rodents.
2. Termites and other wood-destroying organisms.
3. Mosquitoes.
4. Pests that primarily feed on outdoor vegetation.

D. INITIAL BUILDING INSPECTIONS

The Lessor shall complete a thorough, initial inspection of each building or site at least ten (10) working days prior to the starting date of the contract. The purpose of the initial inspections is for the Lessor to evaluate the pest control needs of all locations and to identify problem areas and any equipment, structural features, or management practices that are contributing to pest infestations.

E. PEST CONTROL PLAN

The Lessor shall submit to the COR a Pest Control Plan at least thirty (30) working days prior to the starting date of the contract. Upon receipt of the Pest Control Plan, the CO will render a decision regarding its acceptability within fourteen (14) working days. If aspects of the Pest Control Plan are incomplete or disapproved, the Lessor shall have five (5) working days to submit revisions. The Lessor shall be on-site to perform the initial service visit for each building within the first five (5) working days of the contract.

The Pest Control Plan shall consist of five parts as follows:

1. Proposed Materials and Equipment for Service: The Contractor shall provide current labels and Material Safety Data Sheets for all pesticides to be used, and brand names of pesticide application equipment, rodent bait boxes, insect and rodent trapping devices, pest monitoring devices, pest detection equipment, and any other pest control devices or equipment that may be used to provide service.

2. Proposed Methods for Monitoring and Detection: The Contractor shall describe methods and procedures to be used for identifying sites of pest harborage and access, and for making objective assessments of pest population levels throughout the term of the contract.

3. Service Schedule for Each Building or Site: The Lessor shall provide complete service schedules that include weekly or monthly frequency of pest surveillance visits, specific day(s) of the week of such visits, and approximate duration of each visit.

4. Description of any Structural or Operational Changes That Would Facilitate the PestControl Effort: The lessor shall describe site-specific solutions for observed sources of pest food, water, harborage, and access.

5. Commercial Pesticide Applicator Certificates or Licenses: The Lessor shall provide photocopies of State-issued Commercial Pesticide Applicator Certificates or Licenses for every Lessor or contracted employee who will be performing on-site service under this contract.

F. MANNER AND TIME TO CONDUCT SERVICE

1. Time Frame of Service Visits: The Lessor shall perform routine pest control services that do not adversely affect tenant health or productivity during the regular hours of operation in buildings. When it is necessary to perform work outside of the regularly scheduled service time set forth in the Pest Control Plan, the Contractor shall notify the CO at least one (1) day in advance.

2. Safety and Health:

1. The Lessor shall observe all safety precautions throughout the performance of this contract. All work shall be in strict accordance with all applicable Federal, state, and local safety and health requirements. Where there is a conflict between applicable regulations, the most stringent will apply.

2. The Lessor shall assume full responsibility and liability for compliance with all applicable regulations pertaining to the health and safety of personnel during the execution of work.

5.0 ARCHITECTURAL FINISHES

5.1 RECYCLED CONTENT PRODUCTS (COMPREHENSIVE PROCUREMENT GUIDELINES) (SEP 2000)

- A. The Offeror shall be required to have a Construction Recycling Plan (prior to construction) and Final Compliance Report (at construction completion) which reports their compliance with the Resource Conservation and Recovery Act (RCRA), Section 6002, 1976; their use of recycled content products as indicated in this SFO and as designated by the U.S. Environmental Protection Agency in the Comprehensive Procurement Guideline (CPG), 40 CFR Part 247, and its accompanying Recovered Material Advisory Notices (RMAN). The CPG lists the designated recycled content products. EPA also provides recommended levels of recycled content for these products. The list of designated products, EPA's recommendations, and lists of manufacturers and suppliers of the products can be found at www.epa.gov/cpg/products.htm.

During construction, the Offeror shall provide quarterly summary reports (detailing the items, total quantities used or why products were not used) to GSA and EPA building management on items bought under contract for the building using these guidelines for recycled and post-consumer recycled content.

After occupancy the Offeror shall report annually to GSA on items with recycled and post consumer recycled content used by the operations activities in the building.

- B. The Offeror, if unable to comply with both the CPG and RMAN lists, shall submit a request for waiver for each material to the Contracting Officer with initial offers. The request for waiver shall be based on the following criteria:
1. the cost of the recommended product is unreasonable;
 2. inadequate competition exists;
 3. items are not available within a reasonable period of time; and
 4. items do not meet the SFO's performance standards.

5.2 ENVIRONMENTALLY PREFERABLE BUILDING PRODUCTS AND MATERIALS (SEP 2000)

- A. The Lessor shall use environmentally preferable products and materials where economically feasible. Environmentally preferable products have a lesser or reduced effect on human health and the environment when compared to other products and services that serve the same purpose.
- B. Refer to EPA's environmentally preferable products web site, www.epa.gov/opptintr/epp. In general, environmentally preferable products and materials do one or more of the following:
1. contain recycled material, are biobased, or have other positive environmental attributes;
 2. minimize the consumption of resources, energy, or water;
 3. prevent the creation of solid waste, air pollution, or water pollution; and
 4. promote the use of non-toxic substances and avoid toxic materials or processes.
- C. Reduction of pesticide, fungicide and rodentide application is desirable. The Offeror's design shall minimize the need for on-going use of fertilizer, pesticide, fungicides and rodentide applications by selection of materials and construction details during design, for example, choosing materials not subject to attachment by micro-organisms and design details that do not provide locations for pests to hide, colonize or move about.

5.3 LAYOUT, FINISHES, AND COLORBOARDS (NCR VARIATION (AUG 2002))

- A. All building finishes shall be for first class, modern space.
- B. The Lessor shall consult with the Contracting Officer prior to developing a minimum of 5 color boards to include coordinated samples of finishes for all interior elements such as paint, wall coverings, base coving, carpet, window treatments, laminates, and vinyl flooring. All samples provided shall be in compliance with specifications set forth elsewhere in this SFO. Required color boards shall be provided within 21-days of the request for such by the Contracting Officer. The color boards shall be approved by GSA prior to installation. No substitutes may be made by the Lessor after the color board is selected.
- C. Samples of the building's common area finishes (elevator lobbies, common corridors, rest rooms, etc.) may be required by the Government as a component of the Lessor's offer. Additionally, Lessor is required to submit samples (five sets) of all finishes to be used for the Government demised area on a coordinated finish board.

5.4 WOOD PRODUCTS (SEP 2000)

- A. For all new installations of wood products, the Lessor is encouraged to use independently certified forest products. For information on certification and certified wood products, refer to the Forest Stewardship Council United States web site (www.fscus.org) or the Certified Forest Products Council web site (www.certifiedwood.org).

B. New installations of wood products used under this contract shall not contain wood from endangered and restricted woods as listed by the Convention on International Trade in Endangered Species. The list of species can be found at the following web site (www.cites.org/). All finish and trim woods utilized under this lease will be limited to oak, pine and poplar species harvested and procured within the United States and/or Canada from lumber providers certified as practicing sustainable forest management by organizations accredited by the Forest Stewardship Council (www.focus.org/). All other wood products, veneer, concrete formwork, etc., utilized under this contract shall not contain any endangered wood species as listed by the Woodworker's Alliance for Rainforest Protection (WARP), or the Convention on International Trade and Endangered Species (CITES). The Offeror shall submit contractor documentation (invoices and certificates) from lumber or doors manufacturer sources that products are certified.

C. Particleboard, strawboard and plywood materials used under this contract shall not contain urea formaldehyde in the bonding agents.

D. Lumber and wood products for interior or exterior use shall not contain arsenic pressure treatment.

5.5 JOINT COMPOUNDS, CAULKS, ADHESIVES AND SEALANTS (SEP 2000)

All adhesives employed on this project (including, but not limited to, adhesives for carpet, carpet tile, plastic laminate, wall coverings, adhesives for wood, or sealants) shall be those with the lowest possible VOC content (see section 10.3 for acceptable VOC levels) and which meet the requirements of the manufacturer of the products adhered or involved. The Lessor shall use adhesives and sealants with no formaldehyde or heavy metals.

The Offeror shall provide Material Safety Data Sheets (MSDS) for all caulks, adhesives and sealants for review by GSA and EPA Technical Representatives. Where joint compounds, caulks, adhesives or sealants do not provide the adequate performance; contact the contracting officer for approval of substitute products.

5.6 INSULATION: THERMAL, ACOUSTIC, AND HVAC (SEP 2000)

A. All insulation products shall contain recovered materials as required by EPA's CPG and related recycled content recommendations.

B. No insulation installed with this project shall be material manufactured using chlorofluorocarbons (CFC's), nor shall CFC's be used in the installation of the product.

C. All insulation containing fibrous materials exposed to air flow shall be rated for that exposure or shall be encapsulated.

D. Insulating properties for all materials shall meet or exceed applicable industry standards. Polystyrene products shall meet American Society for Testing and Materials (ASTM) C578-91.

5.7 CEILINGS (SEP 2000)

A. Ceilings shall be at least 8 feet, 0 inches and no more than 12 feet, 0 inches measured from floor to the lowest obstruction - which shall be the pendant lighting (requiring one foot from hanging surface). In order to meet this requirement, an offeror may propose an open ceiling (no dropped ceiling), all costs for which shall be part of the Building Shell Requirements. Areas with raised flooring shall maintain these ceiling height limitations above the finished raised flooring. Bulkheads and hanging or surface-mounted light fixtures, which impede traffic ways, shall be avoided. Ceilings shall be uniform in color and appearance throughout the leased space, with no obvious damage to tiles or grid.

B. Ceilings shall have a minimum noise reduction coefficient (NRC) of 0.60 throughout the Government-demised area.

C. Prior to closing the ceiling, the Lessor shall coordinate with the Government for the installation of any items above the ceiling.

D. Should the ceiling be installed in the Government-demised area prior to the Tenant Improvements, then the Lessor shall be responsible for all costs in regard to the disassembly, storage during alterations, and subsequent re-assembly of any of the ceiling components which may be required to complete the Tenant Improvements. The Lessor shall also bear the risk for any damage to the ceiling or any components thereof during the alterations.

E. Ceilings shall be a flat plane in each room and shall be suspended with ample light fixtures and finished as follows unless an alternate equivalent is pre-approved by the Contracting Officer:

1. *Restrooms.* Plaster or pointed and taped gypsum board.

2. *Offices and Conference Rooms.* Mineral and acoustical tile or lay in panels with textured or patterned surface and regular edges or an equivalent pre-approved by the Contracting Officer. Tiles or panels shall contain recycled content.

3. *Corridors and Eating/Galley Areas.* Plaster or pointed and taped gypsum board or mineral acoustical tile.

F. All acoustical ceiling tile shall have a minimum recycled content of 80%, unless a product is not available that meets the other acoustical specifications and parameters contained in this SFO.

5.8 WALL COVERINGS (SEP 2000)

A. BUILDING SHELL:

1. Physical Requirements.

- a. Prior to occupancy, all restrooms within the building common areas of Government-occupied floors shall have 1) ceramic tile in splash areas and 2) low VOC interior paint and non-chlorine based wall covering products will be used. See section 5.10 for more detail.
- b. Prior to occupancy, all elevator areas which access the Government-demised area and hallways accessing the Government-demised area shall be covered with vinyl wall coverings not less than 22 ounces per square yard as specified in FS CCC-W-408C or an equivalent pre-approved by the Contracting Officer.
- c. All ceramic tiles shall have a minimum recycled content of 50%.

2. **Replacement.** All wall covering shall be maintained in "like new" condition for the life of the lease. Wall covering shall be replaced or repaired at the Lessor's expense any time during the Government's occupancy if it is torn, peeling or permanently stained; the ceramic tile in the restrooms shall be replaced or repaired if it is loose, chipped, broken, or permanently discolored. All repair and replacement work shall be done after working hours.

B. TENANT IMPROVEMENT INFORMATION:

1. In the event the Government chooses to install wall covering as part of the Tenant Improvement Allowance, the minimum standard is established as vinyl or polyolefin commercial wall covering weighing not less than 13 ounces per square yard as specified in FS CCC-W-408C or equivalent. The finish shall be pre-approved by the Contracting Officer.
2. All wall covering in the Government-demised area shall be maintained in "like new" condition for the life of the lease. Repair or replacement of wall covering shall be at the Lessor's expense and shall include the moving and returning of furnishings, (except where wall covering has been damaged due to the negligence of the Government), any time during the occupancy by the Government if it is torn, peeling, or permanently stained. All repair and replacement work shall be done after working hours.

5.9 PAINTING (SEP 2000)

A. BUILDING SHELL AND TENANT IMPROVEMENT INFORMATION:

1. Prior to occupancy all surfaces designated by GSA in both shell and tenant areas for painting shall be newly painted in colors acceptable to GSA. All painted surfaces, including partitioning installed by the Government or Offeror after Government occupancy must be repainted after working hours at the Offeror's expense at least every 5 years. This includes moving and return of furniture. Public areas must be painted at least every 3 years. All painting will be done after hours and in coordination with the tenant building manager approval.
2. Exterior walls and interior core walls within the Government-demised area shall be spackled and prime painted with a low VOC primer (See Section 10.2 for acceptable VOC levels) prior to Tenant Improvements, then the Offeror shall repaint during Tenant Improvements.
3. Where feasible, reprocessed or consolidated latex paint with zero or low VOC content shall be used in accordance with EPA's Comprehensive Procurement Guideline. The type of paint shall be acceptable to the Contracting Officer and Tenant Representative and shall meet the Green Seal emissions criteria. The Offeror shall follow manufacturer's recommendations for the application and maintenance of all paint products.

5.10 DOORS: EXTERIOR (SEP 2000)

A. BUILDING SHELL:

1. Exterior doors shall be provided at the Lessor's expense unless explicitly requested by the Government in addition to those provided by the Lessor. Exterior doors shall be weather-tight and shall open outward. Hinges, pivots, and pins shall be installed in a manner which prevents removal when the door is closed and locked.
2. These doors shall have a minimum clear opening of 32" wide x 80" high (per leaf). Doors shall be heavy-duty, flush, 1) hollow steel construction, 2) solid-core wood, or 3) insulated tempered glass. As a minimum requirement, hollow steel doors shall be fully insulated, flush, #16-gauge hollow steel. Solid-core wood doors and hollow steel doors shall be at least 1-3/4 inches thick. Door assemblies shall be of durable finish and shall have an aesthetically-pleasing appearance acceptable to the Contracting Officer. The opening dimensions and operations shall conform to the governing building, fire safety, accessibility for the disabled, and energy codes and/or requirements.

5.11 DOORS: SUITE ENTRY (SEP 2000)

A. TENANT IMPROVEMENT INFORMATION:

Suite entry doors shall be provided as part of the Tenant Improvements at the Government's expense and shall have a minimum clear opening of 32" wide x 84" high (per leaf). Doors shall meet the requirements of being a flush, solid-core, 1-3/4-inch thick, wood door with a natural wood veneer face or an equivalent pre-approved by the Contracting Officer. Hollow core wood doors are not acceptable. They shall be operable by a single effort and shall be in accordance with *National Building Code* requirements. Doors shall be installed in a metal frame assembly, finished with a low or no VOC semi-gloss latex paint in accordance with EPA's Comprehensive Procurement Guideline. The type of paint shall be acceptable to the Contracting Officer and Tenant Representative and shall meet the Green Seal emissions criteria. The Offeror shall follow the manufacturer's recommendations for the application and maintenance of all paint products.

5.12 DOORS: INTERIOR (SEP 2000)

A. TENANT IMPROVEMENT INFORMATION:

Doors within the Government-demised area shall be provided as part of the Tenant Improvements at the Government's expense and shall have a minimum clear opening of 32" wide x 80" high. Doors shall meet the requirements of being a flush, solid-core, wood door with a natural wood veneer face or an equivalent pre-approved by the Contracting Officer. Hollow core wood doors are not acceptable. They shall be operable with a single effort and shall be in accordance with *National Building Code* requirements. Doors shall be installed in a metal frame assembly, primed and finished with a low or no VOC semi-gloss latex paint in accordance with EPA's Comprehensive Procurement Guideline. The type of paint shall be acceptable to the Contracting Officer and Tenant Representative and shall meet the Green Seal emissions criteria. The Offeror shall follow the manufacturer's recommendations for the application and maintenance of all paint products.

5.13 DOORS: HARDWARE (SEP 2000)

A. BUILDING SHELL:

Doors shall have door handles or door pulls with heavy-weight hinges. All doors shall have corresponding door stops (wall- or floor-mounted) and silencers. All public use doors and toilet room doors shall be equipped with kick plates. Exterior doors and all common area doors shall have automatic door closers. All building exterior doors shall have locking devices installed to reasonably deter unauthorized entry. Properly rated and labeled fire door assemblies shall be installed on all fire egress doors.

B. TENANT IMPROVEMENT INFORMATION:

Doors shall have door handles or door pulls with heavy-weight hinges. All doors shall have corresponding door stops (wall- or floor-mounted) and silencers. All door entrances leading into the Government-demised area from public corridors and exterior doors shall have automatic door closers. Doors designated by the Government shall be equipped with 5-pin, tumbler cylinder locks, and strike plates. All locks shall be master keyed. The Government shall be furnished with at least two master keys for each lock.

5.14 DOORS: IDENTIFICATION (SEP 2000)

A. BUILDING SHELL:

All signage required in common areas unrelated to tenant identification shall be provided and installed at the Lessor's expense. The Lessor shall select signage with recycled content conforming to EPA's CPG.

B. TENANT IMPROVEMENT INFORMATION:

Door identification shall be installed in approved locations adjacent to office entrances as part of the Tenant Improvement Allowance. The form of door identification shall be approved by the Contracting Officer.

5.15 PARTITIONS: GENERAL (SEP 2000)

A. BUILDING SHELL:

Partitions in public areas shall be marble, granite, hardwood, sheetrock covered with durable vinyl wall covering, or an equivalent pre-approved by the Contracting Officer.

All gypsum wallboard utilized for new partitions or wall surfaces shall have face paper with 100% recycled (pre- and post-consumer) content. To the extent feasible, without sacrificing functional or price performance, use wallboard containing recovered gypsum filler material. All wallboard shall be equivalent to standard, commercial grade, locally available products and shall comply with and be used in accordance with all applicable ANSI/ASTM standards. Use low VOC latex paint in accordance with EPA's CPG, acceptable to GSA Contracting Officer and EPA Tenant Representative) and rubber base with recycled content to the maximum extent feasible. The Offeror shall follow the manufacturer's recommendations for the application and maintenance of all paint products.

5.16 PARTITIONS: PERMANENT (SEP 2000)

A. BUILDING SHELL:

Permanent partitions shall extend from the structural floor slab to the structural ceiling slab. They shall be provided by the Lessor at the Lessor's expense as necessary to surround the Government-demised area, stairs, corridors, elevator shafts, toilet rooms, all columns, and janitor closets. They shall have a flame spread rating of 25 or less and a smoke development rating of 50 or less (ASTM E-84). Stairs, elevators, and other floor openings shall be enclosed by partitions and shall have the fire resistance required by National Fire Protection Association (NFPA) Standard 101, *Life Safety Code*.

5.17 PARTITIONS: SUBDIVIDING (SEP 2000)

A. BUILDING SHELL:

Any demolition of existing improvements which is necessary to satisfy the Government's layout shall be done at the Lessor's expense.

B. TENANT IMPROVEMENT INFORMATION:

- Office subdividing partitions shall comply with applicable building codes and local requirements and shall be provided at the expense of the Government. Partitioning shall extend from the finished floor to the finished ceiling and shall be designed to provide a sound transmission class (STC) of 37. Partitioning shall be installed by the Lessor at locations to be determined by the Government as identified in the design intent drawings. They shall have a flame spread rating of 25 or less and a smoke development rating of 50 or less (ASTM E-84).

2. HVAC shall be rebalanced and lighting repositioned, as appropriate, after installation of partitions.
3. Partitioning requirements may be met with existing partitions if they meet the Government's standards and layout requirements.

5.18 FLOOR COVERING AND PERIMETERS (SEP 2000)

A. BUILDING SHELL:

1. Exposed interior floors in primary entrances and lobbies shall be marble, granite, terrazzo, or an equivalent pre-approved by the Contracting Officer. Exposed interior floors in secondary entrances, elevator lobbies, and primary interior corridors shall be high-grade carpet, marble, granite, terrazzo, durable vinyl composite tile, or an equivalent pre-approved by the Contracting Officer. Resilient flooring, or an equivalent pre-approved by the Contracting Officer, shall be used in telecommunications rooms. Floor perimeters at partitions shall have wood, rubber, vinyl, marble, carpet base, or an equivalent pre-approved by the Contracting Officer.
2. Terrazzo, unglazed ceramic tile, recycled glass tile, and/or quarry tile shall be used in all toilet and service areas unless another covering is pre-approved by the Contracting Officer.

B. CARPET - REPAIR OR REPLACEMENT:

1. Except when damaged by the Government, the Lessor shall repair or replace carpet at the Lessor's expense at any time during the lease term when:
 - a. backing or underlayment is exposed;
 - b. there are noticeable variations in surface color or texture; or
 - c. tears and tripping hazards are present.
2. Repair or replacement shall include the moving and returning of furnishings. Work shall be performed after normal working hours as defined elsewhere in this SFO.

C. RESILIENT FLOORING - REPAIR OR REPLACEMENT:

1. Except when damaged by the Government, the Lessor shall repair or replace resilient flooring at the Lessor's expense at any time during the lease term when:
 - a. it has curls, upturned edges, or other noticeable variations in texture.
2. Repair or replacement shall include the moving and returning of furnishings. Work shall be performed after normal working hours as defined elsewhere in this SFO.

D. TENANT IMPROVEMENT INFORMATION:

1. Floor covering shall be either carpet or resilient flooring, as specified in the Government's design intent drawings. Floor perimeters at partitions shall have wood, rubber, vinyl, carpet base, or an equivalent pre-approved by the Contracting Officer.
2. The use of existing carpet may be approved by the Contracting Officer; however, existing carpet shall be repaired, stretched, and cleaned before occupancy and shall meet the static buildup requirement for new carpet.
3. If the Government requires restrooms and/or shower rooms in the Government-demised area, floor covering shall be terrazzo, unglazed ceramic tile, and/or quarry tile. All ceramic tile shall have a minimum of 50% recycled content.

E. INSTALLATION:

Floor covering shall be installed in accordance with manufacturing instructions to lay smoothly and evenly.

- F. The Government shall require a 5% carpet replacement inventory based on the total carpet usage for the initial requirement. The replacement inventory is to be purchased out of the tenant improvement allowance and the storage of the replacement inventory shall be provided and paid for by the Landlord.

5.19 CARPET: BROADLOOM (SEP 2000)

The offeror shall not use broadloom carpet within EPA tenant or public space.

5.20 CARPET TILE (SEP 2000)

A. Office areas and conference rooms - any carpet to be newly installed shall meet the following specifications:

1. *Pile Yarn Content.* Pile yarn content shall be staple filament or continuous filament branded by a fiber producer (e.g., Allied, DuPont, Monsanto, BASF), soil-hiding nylon or polyethylene terephthalate (PET) resin. Fiber should be 100 percent solution-dyed nylon.
2. *Environmental Requirements.* The Offeror shall use carpet tiles that meets the "Green Label" requirements of the Carpet and Rug Institute, using the greatest percentage of post consumer recycled content feasible. At a minimum the carpet face yarn shall be 100% recyclable nylon with 25% recycled content, and a 100% recyclable thermo-plastic backing with 25%

recycled content. 2) Carpet manufacturer's standard microbial, stain resistant/soil repellent treatment shall be factory applied. 3) The Offeror shall recycle any carpet that is removed from the building. Recycling means putting the carpet back into the product-manufacturing stream, not incineration. The Offeror shall use carpet manufacturer that increases opportunity for reuse/and or recycling to the maximum extent feasible. If carpet is leased, the supplier shall take back their products at the end of life for reuse and/or recycle. The Offeror must handle carpet per manufacturer guidelines, if carpet destined for recycling or refurbishment by the manufacturer. If the carpet is not given to the manufacturer for recycling, the carpet must enter a recovery process that is recognized by the carpet industry's Carpet America Recovery Effort organization. 4) The manufacturer warranty shall be 15 years or greater. As a condition of acceptance of the building and tenant spaces, the Offeror shall submit a written warranty executed by the carpet manufacturer and installer agreeing to repair or replace carpet that does not meet requirements or that fails in materials or workmanship within the specified warranty period. Failures include, but are not limited to, more than 10 percent loss of face fiber, edge raveling, snags, runs, and delamination. 5) All carpet products including floor covering adhesives shall comply with the requirements of the Carpet and Rug Institute Indoor Air Green Label Testing Program. 6) The Offeror shall provide a schedule acceptable to the Contracting Officer and EPA Tenant Representative for cleaning carpets to retain their maximum life.

3. **Carpet Tile Construction.** Carpet tile construction for offices should be a commercial grade product that meet the heavy traffic class II minimum, patterned, 18" x 18", tufted dense level loop, 12 gauge yarn ends per one inch, primary backing of reinforced composite, free of 4 PC and containing recycled content material to the maximum extent feasible. Carpet pile construction for Conference Rooms shall be a patterned or unpatterned, 18" x 18" tufted textured tip-sheared loop, 10 yarn ends per one inch, primary backing of woven synthetic resin, free of 4 PC, containing recycled content material to the maximum extent possible.
4. **Tile Weight.** Pile weight shall be a minimum of 28 ounces per square yard for tufted dense multi level loop and tufted textured tip-sheared loop.
5. **Secondary Back.** Secondary backing for Office Areas shall be a reinforced composite; free of 4 PC and chlorine based chemicals, and contain recycled content material to the maximum extent feasible. Secondary Backing for Conference Rooms shall be synthetic resin, free of 4 PC and contain recycled content material to the maximum extent feasible.
6. **Total Weight.** Total weight shall be a minimum of 130 ounces per square yard.
7. **Density.** The density shall be 100 percent nylon (loop and cut pile) with a minimum of 4,000; other fibers, including blends and combinations with a minimum of 4,500.
8. **Pile Height.** The minimum pile height shall be 1/4 inch for finished carpet. The combined thickness of the pile, cushion, and backing height shall not exceed 1/2 inch (13 mm).
9. **Static Buildup.** Static buildup shall be a maximum of 3.5 kilovolt at 20% RH and 21 degrees Celsius using step and scuff test with neolite and leather soles. Prior to performing test ensure carpet has been cleaned of applied surface finishes.
10. **Carpet Construction.** Carpet construction shall be a minimum of 64 tufts per square inch.
11. **Colorfastness to Light.** Colorfastness to light of carpet shall have a minimum rating of 4.0 on AATCC gray scale after 60 hours of continuous exposure per AATCC 16E with Xenon arc light source.
12. **Dimensional Stability.** The maximum change shall be 0.15 percent per ISO 2551.
13. **Anti-microbial.** Per AATCC 174 Part II test results shall have a minimum 90 percent reduction of Gram positive and negative bacteria. Part II, no growth on fiber and backing.
14. **Protections.** During storage and handling, carpet shall be delivered to site in wrappings and containers until final lay down. Carpet shall be protected in place from dust and dirt during construction after installation until time of substantial completion.
15. **Adhesive.** Install carpet with a low or no VOC adhesive on a gridded pattern or a self-adhesive backing, in accordance with CRI Green Label guidelines and as approved by the carpet manufacturer.

5.21 ACOUSTICAL REQUIREMENTS (SEP 2000)

A. BUILDING SHELL:

1. **Reverberation Control.** Ceilings in open office areas shall have a noise reduction coefficient (NRC) of not less than 0.60 in accordance with ASTM C-423. Ceilings in private offices, conference rooms, and corridors having resilient flooring shall have an NRC of not less than 0.65.
2. **Ambient Noise Control.** Ambient noise from mechanical equipment shall not exceed noise criteria curve (NC) 35 in accordance with the ASHRAE *Handbook of Fundamentals* in offices and conference rooms; NC 40 in corridors, cafeterias, lobbies, and toilets; NC 50 in other spaces.
3. **Noise Isolation.** Rooms separated from adjacent spaces by ceiling-high partitions (not including doors) shall not be less than the following noise isolation class (NIC) standards when tested in accordance with ASTM E-336:
 - a. Conference rooms NIC 40
 - b. Offices NIC 35

4. Testing.

- a. The Contracting Officer may require, at no cost to the Government, test reports by a qualified acoustical consultant showing that acoustical requirements have been met.
- b. The requirements of this paragraph shall take precedence over any additional specifications in this SFO if there is a conflict.

5.22 WINDOW COVERINGS (SEP 2000)

A. TENANT IMPROVEMENT INFORMATION:

1. Window Blinds. All exterior windows shall be equipped with window blinds in new or like new condition, which shall be provided as part of the Tenant Improvement Allowance. The blinds may be aluminum or plastic vertical blinds or horizontal blinds with aluminum slats of 1-inch width or less or an equivalent pre-approved by the Contracting Officer. The window blinds shall have non-corroding mechanisms and synthetic tapes. Color selection will be made by the Contracting Officer.
2. Draperies. If draperies are required, the following minimum specifications shall apply:
 - a. Fabrics shall be lined with either white or off-white plain lining fabric suited to the drapery fabric weight. Draperies shall be either floor-, apron-, or sill-length, as specified by the Government, and shall be wide enough to cover window and trim. Draperies shall be hung with drapery hooks on well-anchored heavy duty traverse rods. Traverse rods shall draw from either the center, right, or left side.
 - b. Construction. Any draperies to be newly installed, shall be made as follows:
 - i. fullness of 100 percent, including overlap, side hems, and necessary returns;
 - ii. double headings of 4 inches turned over a 4-inch permanently finished stiffener;
 - iii. doubled side hems of 1-1/2 inches; 4-inch doubled and blind stitched bottom hems;
 - iv. three-fold pinch pleats;
 - v. safety stitched intermediate seams;
 - vi. matched patterns;
 - vii. tacked corners; and
 - viii. no raw edges or exposed seams.
 - c. Use of existing draperies must be approved by the Contracting Officer.

5.23 BUILDING DIRECTORY (SEP 2000)

A. BUILDING SHELL:

A tamper-proof directory with lock shall be provided in the building lobby listing the Government agency(ies). It must be acceptable to the Contracting Officer.

5.24 FLAG POLE (SEP 2000)

A. BUILDING SHELL:

If the Government is the sole occupant of the building, a flag pole shall be provided at a location to be approved by the Contracting Officer. The flag will be provided by the Government. This requirement may be waived if determined inappropriate by GSA.

6.0 MECHANICAL, ELECTRICAL, PLUMBING

6.1 MECHANICAL, ELECTRICAL, PLUMBING: GENERAL (SEP 2000)

A. BUILDING SHELL:

The Lessor shall provide and operate all building equipment and systems in accordance with applicable technical publications, manuals, and standard procedures. Mains, lines, and meters for utilities shall be provided by the Lessor. Exposed ducts, piping, and conduits are not permitted in office space.

B. SYSTEMS COMMISSIONING:

The Offeror shall provide the services of an independent Commissioning Agent to evaluate and oversee the quality control, performance, and operation of the facility's systems from design, through construction, to occupancy. The Offeror shall submit to the Government in the proposal commissioning plans from three independent commissioning agents. The Government will review the commissioning plans and select one of them for this project. The Offeror shall bear the sole costs associated with the commissioning agent's activities, responsibilities, and obligations. Each plan should address all building systems based upon the Offeror's proposed design document to the Government and in accordance with the ASHRAE Guideline 1-1996 (or latest version) and Building Commissioning Guide Version 2.2 sponsored by the General Services Administration and the Department of Energy (these documents will be provided by the Government). Acceptance of the Commissioning Agent's findings, determinations, and reports will be used as a basis for the Government's acceptance of the building. The Offeror shall submit a copy of all commissioning agent's reports to the Government.

6.2 ENERGY COST SAVINGS (SEP 2000)

A. For new facilities, energy efficiency level of performance shall at a minimum rate 20% better than ASHRAE/IESNA Standard 90.1-1999 for this type of facility. The energy efficiency shall be measured through EnergyPlus modeling with assumptions and data inputs that will provide concurrent analysis and modeling of building energy loads, systems, equipment plant and costs, done in to 15 minute intervals. The model shall be supplied by the Offeror to the Government at design development delivery in an electronic format for independent verification.

B. The Offeror's building is required to have the ENERGY STAR building label within 14 months after 95% occupancy. (See section 1.1A.15.) The Offeror shall use the EPA's ENERGY STAR Portfolio Manager (or more current tool - found at www.energystar.gov/) and state that score in writing to the Government upon receipt. Using that baseline, the successful Offeror agrees to use an Energy Savings Performance Contract (ESPC), utility agreements, or other energy performance improvement strategy to achieve the following improvements in energy efficiency in the twelve months following the establishment of the baseline rating/score:

- Below 50 points, increase 20-35% over baseline rating
- 50 to 60 points, increase 15-30% over baseline rating
- 60 to 74 points, increase 10-20% over baseline rating

The successful Offeror shall provide a plan to the Contracting Officer showing how it will achieve those improvements and a description of the procedures to maintain the improved rating following the improvements, including life cycle cost effective measures to reduce energy consumption per gross square foot of the leased space. For buildings that achieve 75 points or above, the Offeror shall apply for the ENERGY STAR label.

C. The Offeror may obtain a list of energy service companies qualified under the Energy Policy Act to perform ESPC, as well as additional information on cost-effective energy efficiency, renewables, and water conservation. For the ESPC qualified list, refer to the www.eren.doe.gov/femp web site, or call the FEMP Help Desk at 1-800-566-2877.

D. The Offeror shall use premium motors paired with variable frequency drives for variable air volume, HVAC fans, cooling tower fans, and circulating water pumps.

6.3 DRINKING FOUNTAINS (SEP 2000)

A. BUILDING SHELL:

The Lessor shall provide, on each floor of office space, a minimum of one chilled drinking fountain within every 150 feet, 0 inches of travel distance. Solder and flux in joining potable water supply piping and domestic water pipe or pipe fittings shall not contribute to lead in the water supply. The Offeror shall meet or exceed standards set forth in EPA's "Lead in Drinking Water Standards for School, and Non-Residential Building," EPA publication 812-B-94-002, April 1994.

6.4 TOILET ROOMS (SEP 2000)

A. BUILDING SHELL:

1. Separate toilet facilities for men and women shall be provided on each floor occupied by the Government in the building. The facilities shall be located so that employees will not be required to travel more than 200 feet, 0 inches on one floor to reach the toilets. Each toilet room shall have sufficient water closets enclosed with modern stall partitions and doors, urinals (in men's room), and hot (set in accordance with applicable building codes) and cold water. Water closets and urinals shall not be visible when the exterior door is open.

2. Each main toilet room shall contain the following equipment:

- a. a mirror above the lavatory;
- b. a toilet paper dispenser in each water closet stall, that will hold at least two rolls and allow easy, unrestricted dispensing;

- c. a coat hook on the inside face of the door to each water closet stall and on several wall locations by the lavatories;
- d. at least one modern paper towel dispenser, soap dispenser, and waste receptacle for every two lavatories;
- e. a coin-operated sanitary napkin dispenser in women's toilet rooms with a waste receptacle for each water closet stall;
- f. ceramic tile, recycled glass tile, or comparable wainscot from the floor to a minimum height of 4 feet, 6 inches;
- g. a disposable toilet seat cover dispenser; and
- h. a counter area of at least 2 feet, 0 inches in length, exclusive of the lavatories (however, it may be attached to the lavatories) with a mirror above and a ground fault interrupt-type convenience outlet located adjacent to the counter area.

B. If newly installed, toilet partitions shall be made from recovered materials as listed in EPA's CPG.

6.5 TOILET ROOMS: FIXTURE SCHEDULE (SEP 2000)

A. BUILDING SHELL:

1. The toilet fixture schedule specified below shall be applied to each full floor based on one person for each 135 ANSI/BOMA Office Area square feet of office space in a ratio of 50 percent men and 50 percent women.
2. Refer to the schedule separately for each sex.

NUMBER OF MEN*WOMEN	WATER CLOSETS	LAVATORIES
1 - 15	1	1
16 - 35	2	2
36 - 55	3	3
56 - 60	4	3
61 - 80	4	4
81 - 90	5	4
91 - 110	5	5
111 - 125	6	5
126 - 150	6	**
> 150	***	

* In men's facilities, urinals may be substituted for 1/3 of the water closets specified.

** Add one lavatory for each 45 additional employees over 125.

*** Add one water closet for each 40 additional employees over 150.

3. For new installations:
 - a. Water closets shall not use more than 1.6 gallons per flush. Urinals shall not use more than 1.0 gallons per flush. The Offeror may provide a proposal for using less than 1.0 gpf fixtures with testing laboratory results for government review and approval.
 - b. Faucets shall not use more than 2 gallons per minute, at a flowing water pressure of 80 pounds per square inch.
4. Provide electronic sensors or adjustable metering, self-closing cartridges for all sinks in the Government's leased space, and in all restrooms on floors leased, in whole or in part, to the Government. Sensors to be Sloan "Optima" series or equivalent product acceptable to the Contracting Officer.
5. Plumbing fixtures in new or renovated restrooms are to meet ADA or UFAS standards as required.

6.6 JANITOR CLOSETS (SEP 2000)

A. BUILDING SHELL:

Janitor closets with service sink, hot and cold water, and ample storage for cleaning equipment, materials, and supplies shall be provided on all floors. Each janitor closet door shall be fitted with an automatic deadlocking latch bolt with a minimum throw of 1/2 inch.

6.7 HEATING AND AIR CONDITIONING (SEP 2000)

A. BUILDING SHELL:

1. Thermostats shall be set to maintain temperatures between 68°F and 72°F during the heating season and between 70°F and 74°F during the cooling season. These temperatures must be maintained throughout the leased premises and service areas, regardless of outside temperatures, during the hours of operation specified in the lease Standard 55-1992, Addenda 1995 for thermal and humidity comfort standards.
2. During non-working hours, heating temperatures shall be set no higher than 55° Fahrenheit, and air conditioning shall not be provided except as necessary to return space temperatures to a suitable level for the beginning of working hours. Thermostats shall be secured from manual operation by key or locked cage. A key shall be provided to the GSA Field Office Manager.
3. Simultaneous heating and cooling are not permitted.
4. Areas having excessive heat gain or heat loss, or affected by solar radiation at different times of the day, shall be independently controlled.
5. *Equipment Performance.* Temperature control for office spaces shall be assured by concealed central heating and air conditioning equipment. The equipment shall maintain space temperature control over a range of internal load fluctuations of plus 0.5 W/sq.ft. to minus 1.5 W/sq.ft. from initial design requirements of the tenant.
6. *HVAC Use During Construction.* The permanent HVAC system may be used to move both supply and return air during the construction process only if the following conditions are met:
 - a. a complete air filtration system with 60 percent efficiency filters is installed and properly maintained;
 - b. no permanent diffusers are used;
 - c. no plenum-type return air system is employed;
 - d. the HVAC duct system is adequately sealed to prevent the spread of airborne particulate and other contaminants; and
 - e. following the building "flush-out," all duct systems are vacuumed with portable high-efficiency particulate arrestance (HEPA) vacuums and documented clean in accordance with National Air Duct Cleaners Association (NADCA) specifications.
7. *Ductwork Re-use and Cleaning.* Any ductwork to be reused and/or to remain in place shall be cleaned, tested, and demonstrated to be clean in accordance with the standards set forth by NADCA. The cleaning, testing, and demonstration shall occur immediately prior to Government occupancy to avoid contamination from construction dust and other airborne particulates.
8. *Insulation.* All insulation shall contain recovered materials as required by EPA's CPG and related recycled content recommendations.
9. The Lessor shall conduct HVAC system balancing after any HVAC system alterations during the term of the lease and shall make a reasonable attempt to schedule major construction outside of office hours.
10. As a contribution to stop depletion of the ozone layer of the geosphere, the use of CFC or HCFC refrigeration is not permitted in new or major renovation build to suit building. If an existing facility, the Offeror shall provide a CFC and HCFC phase-out plan, including a maintenance and leak detection plan.
11. The Offeror shall provide a fully functional and integrated building automation system and energy management control system (ECMS) to control, regulate and monitor all facility environmental (HVAC, plumbing, lighting and power), transportation (elevators and escalators), fire (alarm and equipment overrides) and security (exterior and public spaces) systems. Provide the Government over the life of the lease a "read only" access into a computer-based graphical user interface for data reporting/collection and alarm/set point communication. The building automation system "read only" interface should report estimated peak KWHR demand and estimated BTU use for previous day. The Offeror shall provide to GSA quarterly energy utilization reports of the entire building or portion housing EPA. The report shall include quarterly energy bills, estimates of EPA energy use and BTU use and its share of common area energy use if a multi-tenant building.

B. TENANT IMPROVEMENT INFORMATION:

1. *Zone Control.* Individual thermostat control shall be provided for office space with control areas not to exceed 2,000 ANSI/BOMA Office Area square feet. Areas which routinely have extended hours of operation shall be environmentally controlled through dedicated heating and air conditioning equipment. Special purpose areas (such as photocopy centers, large conference rooms, computer rooms, etc.) with an internal cooling load in excess of 5 tons shall be independently controlled. Concealed package air conditioning equipment shall be provided to meet localized spot cooling of tenant special equipment. Portable space heaters are prohibited from use.

6.8 VENTILATION (NCR VARIATION (AUG 2002))

- A. During working hours in periods of heating and cooling, ventilation shall be provided in accordance with the latest edition of ANSI/ASHRAE Standard 62, *Ventilation for Acceptable Indoor Air Quality*. Where ASHRAE Standard 62 and local codes conflict, the more stringent shall apply.

- B. Air filtration shall be provided and maintained with filters having a minimum efficiency rating as determined by ANSI/ASHRAE Standard 52.2, *Method of Testing General Ventilation Air Cleaning Devices for Removal Efficiency by Particle Size*. Pre-filters shall be 30 percent to 35 percent efficient. Final filters shall be 80 percent to 85 percent efficient for particles at 3 microns.
- C. The facility shall prohibit smoking indoors and near an entrance or outside air intakes.
- D. The Offeror shall provide demand control ventilation in high occupancy locations, complete with CO2 sensors for interior and exterior measurements, integrated within the building automation system, with performance as outlined in section 8.7 Indoor Air Quality.
- E. The Offeror shall provide ventilation system, with design calculations for Government review, that shall preferably achieve an air-change effectiveness of E=0.9 or better (per ASHRAE ventilation standard).
- F. Air intakes for ventilation purposes be located away from any possible contamination by unauthorized access to cause harm to tenants; below third floor levels; adjacent building exhausts; building relief air; plumbing vents; standing water; vehicular exhausts; or similar exhausts or discharges.

6.9 VENTILATION: EXHAUST REQUIREMENTS

- A. The following rooms shall be maintained under a negative pressure relative to surrounding spaces using the noted control method, fully exhausted to the outside with a minimum of 10 air changes per hour. 1) Copy rooms – using occupancy sensors for control 2) Toilet Rooms – integrated with building ventilation control 3) Break Rooms/Pantries or Kitchens – using occupancy sensors for control 4) Battery/Rectifier/UPS Rooms – using thermostats with occupancy sensor override controls 5) Generator Rooms – using thermostats with occupancy sensor override controls

6.10 ELECTRICAL: GENERAL (SEP 2000)

The Lessor shall be responsible for meeting the applicable requirements of local codes and ordinances. When codes conflict, the more stringent standard shall apply. Main service facilities shall be enclosed. The enclosure may not be used for storage or other purposes and shall have door(s) fitted with an automatic deadlocking latch bolt with a minimum throw of 1/2 inch. Distribution panels shall be circuit breaker type with 10 percent spare power load and circuits.

6.11 ELECTRICAL: DISTRIBUTION (SEP 2000)

A. BUILDING SHELL:

1. Main power distribution switchboards and distribution and lighting panel boards shall be circuit breaker type with copper buses that are properly rated to provide the calculated fault circuits. All power distribution panel boards shall be supplied with separate equipment ground buses. All power distribution equipment shall be required to handle the actual specified and projected loads plus 10 percent spare load capacity. Distribution panels are required to accommodate circuit breakers for the actual calculated needs plus 10 percent spare circuits that will be equivalent to the majority of other circuit breakers in the panel system. All floors shall have 120/208 V, 3-phase, 4-wire with bond, 60 hertz electric service available.
2. Main distribution for standard office occupancy shall be provided at the Lessor's expense. In no event shall such power distribution (not including lighting and HVAC) for the Government-demised area fall below 7 W per ANSI/BOMA Office Area square foot.
3. Convenience outlets shall be installed in accordance with NFPA Standard 70, *National Electrical Code*, or local code, whichever is more stringent.

B. TENANT IMPROVEMENT INFORMATION:

1. All electrical, telephone, and data outlets within the Government-demised area shall be installed by the Lessor at the expense of the Government in accordance with the design intent drawings. All electrical outlets shall be installed in accordance with NFPA Standard 70, or local code, whichever is more stringent.
2. All tenant outlets shall be marked and coded for ease of wire tracing; outlets shall be circuited separately from lighting. All floor outlets shall be flush with the plane of the finished floor.
3. The Lessor shall ensure that outlets and associated wiring (for electricity, voice, and data) to the workstation(s) shall be safely concealed in partitions, ceiling plenums, in recessed floor ducts, under raised flooring, or by use of a method acceptable to the Contracting Officer. In any case, cable on the floor surface shall be minimized.

6.12 TELECOMMUNICATIONS: DISTRIBUTION AND EQUIPMENT (SEP 2000)

A. BUILDING SHELL:

1. Sufficient space shall be provided on the floor(s) where the Government occupies space for the purposes of terminating telecommunications service into the building. The building's telecommunications closets located on all floors shall be vertically-stacked. Telecommunications switchrooms, wire closets, and related spaces shall be enclosed. The enclosure shall not be used for storage or other purposes and shall have door(s) fitted with an automatic door-closer and deadlocking latch bolt with a minimum throw of 1/2 inch.
2. Telecommunications switchrooms, wire closets, and related spaces shall meet applicable Telecommunications Industry Association (TIA) and Electronic Industries Alliance (EIA) standards. These standards include the following:

- a. TIA/EIA-568, *Commercial Building Telecommunications Cabling Standard*,
 - b. TIA/EIA 569, *Commercial Building Standard for Telecommunications Pathways and Spaces*,
 - c. TIA/EIA-570, *Residential and Light Commercial Telecommunications Wiring Standard*, and
 - d. TIA/EIA-607, *Commercial Building Grounding and Bonding Requirements for Telecommunications Standard*.
3. Telecommunications switchrooms, wire closets, and related spaces shall meet applicable NFPA standards. Bonding and grounding shall be in accordance with NFPA Standard 70, *National Electrical Code*, and other applicable NFPA standards and/or local code requirements.

B. TENANT IMPROVEMENT INFORMATION:

Telecommunications floor or wall outlets shall be provided as required. At a minimum, each outlet shall house one 4-pair wire jack for voice and one 4-pair wire jack for data. The Lessor shall ensure that all outlets and associated wiring, copper, coaxial cable, optical fiber, or other transmission medium used to transmit telecommunications (voice, data, video, Internet, or other emerging technologies) service to the workstation shall be safely concealed under raised floors, in floor ducts, walls, columns, or molding. All outlets/junction boxes shall be provided with rings and pull strings to facilitate the installation of cable. Some transmission medium may require special conduit, inner duct, or shielding as specified by the Government.

6.13 TELECOMMUNICATIONS: LOCAL EXCHANGE ACCESS (SEP 2000)

A. BUILDING SHELL:

- 1. The Government reserves the right to contract its own telecommunications (voice, data, video, Internet or other emerging technologies) service in the space to be leased. The Government may contract with one or more parties to have inside wiring (or other transmission medium) and telecommunications equipment installed.
- 2. The Lessor shall allow the Government's designated telecommunications providers access to utilize existing building wiring to connect its services to the Government's space. If the existing building wiring is insufficient to handle the transmission requirements of the Government's designated telecommunications providers, the Lessor shall provide access from the point of entry into the building to the Government's floor space, subject to any inherent limitations in the pathway involved.
- 3. The Lessor shall allow the Government's designated telecommunications providers to affix telecommunications antennae (high frequency, mobile, microwave, satellite, or other emerging technologies), subject to weight and wind load conditions, to roof, parapet, or building envelope as required. Access from the antenna(e) to the leased space shall be provided.
- 4. The Lessor shall allow the Government's designated telecommunications providers to affix antennae and transmission devices throughout its leased space and in appropriate common areas frequented by the Government's employees so as to allow the use of wireless telephones and communications devices necessary to conduct business.

B. TENANT IMPROVEMENT INFORMATION:

Should the Government's security requirements require sealed conduit to house the telecommunications transmission medium, the Lessor shall provide such conduit at the expense of the Government.

6.14 DATA DISTRIBUTION (SEP 2000)

A. TENANT IMPROVEMENT INFORMATION:

The Government shall at its expense be responsible for purchasing and installing data cable. The Lessor shall ensure that data outlets and the associated wiring used to transmit data to workstations shall be safely concealed in floor ducts, walls, columns, or below access flooring. The Lessor shall provide outlets, which shall include rings and pull strings to facilitate the installation of the data cable. When cable consists of multiple runs, the Lessor shall provide ladder-type cable trays to insure that Government-provided cable does not come into contact with suspended ceilings. Cable trays shall form a loop around the perimeter of the Government-demised area such that they are within a 30-foot, 0-inch horizontal distance of any single drop.

6.15 ELECTRICAL, TELEPHONE, DATA FOR SYSTEMS FURNITURE (SEP 2000)

A. TENANT IMPROVEMENT INFORMATION:

- 1. The Lessor shall provide as part of the Tenant Improvement Allowance separate data, telephone, and electric junction boxes for the base feed connections to Government-provided modular or systems furniture, when such feeds are supplied via wall outlets or floor penetrations. When overhead feeds are used, junction boxes shall be installed for electrical connections. Raceways shall be provided throughout the furniture panels to distribute the electrical, telephone, and data cable. The Lessor shall provide all electrical service wiring and connections to the furniture at designated junction points. Each electrical junction shall contain an 8-wire feed consisting of 3 general-purpose 120-V circuits with 1 neutral and 1 ground wire, and a 120-V isolated-ground circuit with 1 neutral and 1 isolated-ground wire. A 20-ampere circuit shall have no more than 8 general-purpose receptacles or 4 isolated-ground "computer" receptacles.
- 2. The Government shall at its expense be responsible for purchasing data and telecommunications cable. Said cable shall be installed and connected to systems furniture by the Lessor/contractor with the assistance and/or advice of the Government or computer vendor. The Lessor shall provide wall-mounted data and telephone junction boxes, which shall include rings and pull strings to facilitate the installation of the data and telecommunications cable. When cable consists of multiple runs, the Lessor shall provide ladder-type cable trays to insure that Government-provided cable does not come into contact with suspended ceilings. Cable trays shall form a loop around the perimeter of the Government-demised area such that they are

within a 30-foot, 0-inch horizontal distance of any single drop. Said cable trays shall provide access to both telecommunications data closets and telephone closets.

3. The Lessor shall furnish and install suitably sized junction boxes in the vicinity of the "feeding points" of the furniture panels. All "feeding points" shall be shown on Government-approved design intent drawings. The Lessor shall temporarily cap off the wiring in the junction boxes until the furniture is installed during Phase 2. The Lessor shall make all connections in the power panel and shall keep the circuit breakers off. The Lessor shall identify each circuit with the breaker number and shall identify the computer hardware to be connected to it. The Lessor shall identify each breaker at the panel and identify the devices that it serves.
4. PHASE 2 involves the Lessor's electrical contractor connecting power poles or base feeds in the junction boxes to the furniture electrical system and testing all pre-wired receptacles in the systems furniture. It also involves other Government contractors who will be installing the data cable in the furniture panels for the terminal and printer locations, installing the connectors on the terminal/printer ends of the cable, and continuity testing each cable. All Phase 2 work shall be coordinated and performed in conjunction with the furniture, telephone, and data cable installers. Much of this work may occur over a weekend on a schedule that requires flexibility and on-call visits.

6.16 ADDITIONAL ELECTRICAL CONTROLS

The Offeror shall provide the Government quarterly reports of BTU/GSF. Provide complete energy metering to the Government, including aggregated and peak demand, through the integrated building automation system. The Offeror shall provide sub-metering of energy to the Government tenant space in multi-tenanted buildings.

6.17 ELEVATORS (SEP 2000)

- A. The Lessor shall provide suitable passenger and a dedicated freight elevator service to any Government-demised area not having ground level access. Service shall be available during the hours specified in the "Normal Hours" paragraph in the SERVICES, UTILITIES, MAINTENANCE section of this SFO. However, one passenger and one, dedicated freight elevator shall be available at all times for Government use. The dedicated freight elevator shall be accessible to the loading areas. When possible, the Government shall be given 24-hour advance notice if the service is to be interrupted for more than 1-1/2 hours. Normal service interruption shall be scheduled outside of the Government's normal working hours. The Lessor shall also use best efforts to minimize the frequency and duration of unscheduled interruptions.
- B. CODE:
Elevators shall conform to the current edition of the American Society of Mechanical Engineers ANSI/ASME A17.1, *Safety Code for Elevators and Escalators*, except that elevator cabs are not required to have a visual or audible signal to notify passengers during automatic recall. Elevator lobby smoke detectors shall not activate the building fire alarm system but shall signal the fire department or central station services and capture the elevators. The elevator shall be inspected and maintained in accordance with the current edition of the ANSI/ASME A17.2, *Inspectors' Manual for Elevators*. All elevators shall meet both the ADAAG and the UFAS requirements.
- C. SAFETY SYSTEMS:
Elevators shall be equipped with telephones or other two-way emergency signaling systems. The system used shall be marked and shall reach an emergency communication location staffed during normal operating hours when the elevators are in service. When Government occupancy is 3 or more floors above grade, automatic elevator emergency recall is required.
- D. SPEED:
The passenger elevators shall have a capacity to transport in 5 minutes 15 percent of the normal population of all upper floors (based on 150 square feet per person). Further, the dispatch interval between elevators during the up-peak demand period shall not exceed 35 seconds.
- E. INTERIOR FINISHES:
Elevator cab walls shall be hardwood, marble, granite, or an equivalent pre-approved by the Contracting Officer. Elevator cab floors shall be marble, granite, terrazzo, or an equivalent pre-approved by the Contracting Officer.

6.18 LIGHTING: INTERIOR AND PARKING (SEP 2000)

A. BUILDING SHELL:

1. a. The Lessor shall provide interior lighting, as part of the building shell cost, in accordance with the following:

The Lessor shall provide two-tube indirect pendant lighting fixtures (or building standard that meets or exceeds this standard) or fluorescent lighting fixtures with low mercury energy-efficient lamps (T8 or better) and electronic ballasts for standard interior lighting. (NOTE: Fluorescent lights typically contain mercury, which has adverse environmental impacts. Offeror must provide low mercury fluorescent lights in fluorescent light fixtures in EPA space. Standard sized low mercury fluorescent T-8 lamps, under this provision, shall contain less than 3.8 mg of Mercury (Hg) per lamp. All other fluorescent lamps should have comparably low mercury levels. Offeror shall provide an annual report of the number and type of lamps purchased.)

Such fixtures shall produce 50 average maintained foot-candles at working surface height throughout work spaces, 20 foot-candles in corridors, and 10 foot-candles in other non-working areas. Shall provide average lighting power density to be below 1.0 watts per square foot. Use natural spectrum compact fluorescents in place of incandescent bulbs for accent and down lighting, and use LED lamps for exit sign luminaires. General office illumination shall be maintained at 50-foot candles (fc) at the work surface from a combination of 30 fc indirect and direct ambient and

tenant supplied task lighting sources using high rendering index lamps. Occupancy sensors for all illumination may be reduced in some non-task related areas to 20 fc with Government tenant review and approval.

Fluorescent Lamp Disposal.

Fluorescent lights typically contain mercury, which has adverse environmental impacts. The Offeror shall store, transport and recycle all fluorescent lamps under the requirements of RCRA Universal Waste (40 CFR Part 273) rules and the applicable state and local laws and regulations. (For RCRA Universal Waste information see, www.epa.gov/epaoswer/hazwaste/id/univwaste/where.htm). The Offeror shall send all used lamps to a lamp recycler who is authorized, certified, or licensed under applicable state or municipal law. The Offeror shall provide to the contracting officer or his designee with the name of the firm providing fluorescent lamp recycling services. Offeror shall provide an annual report of the total number of lamps sent to the recycler. Ordinary business records, such as invoices, may be used to satisfy this requirement.

- b. Exterior parking areas, vehicle driveways, pedestrian walkways, and building perimeter shall have a minimum of 1 foot-candle of illumination and shall be designed based on Illuminating Engineering Society of North America (IESNA) standards. Exterior lighting and indoor parking shall be sufficient to accommodate security monitoring (i.e., closed circuit television camera). Indoor parking shall have a minimum of 10 foot-candles and shall be designed based on IESNA standards. The Offeror shall provide automatic turn on/off, photo-electric cell or solar sensor system for exterior lighting if used.
- c. The Lessor shall provide occupancy sensors and/or scheduling controls through the building automation system to reduce the hours that the lights are on when the space is unoccupied. Daylight dimming controls down to 10% shall be used in atriums and all perimeter spaces, in control zones of 200 sf or less, within 15 ft of windows where daylight can contribute to energy savings.
- d. Lighting shall be controlled by occupancy sensors arranged to control open areas, individual offices, conference rooms, toilet rooms within the Government-demised area, and all other programmed spaces or rooms within the leased space. The control system shall provide an optimal mix of infrared and ultrasonic sensors suitable for the configuration and type of space. Occupancy sensors shall be located so that they have a clear view of the room or area they are monitoring. No more than 1,000 ANSI/BOMA Office Area square feet of open space shall be controlled by occupancy sensor. All occupancy sensors shall have manual switches to override the light control for manual-off only. The capacity of the switch levels (dual switching) from 50% to 100% of intensity shall be provided as indicated herein. Provide 3-way switching for areas with two or more entry points. Timers, dimmers or programmable lighting fixture controls shall be provided in areas where natural light is available and feasible. Control systems are to include controllers and associated devices necessary to the operation of the system. Zones adjacent to all perimeter walls with windows shall be additionally controlled by day lighting sensors coordinated with occupant sensors and connected to light dimmers. Such switches shall be located by door openings in accordance with both the ADAAG and the UFAS. If light switches are to be used instead of occupancy sensors or in combination with occupancy sensors, the Offeror shall notify the Government during the negotiation process.

7.0 SERVICES, UTILITIES, MAINTENANCE

7.1 SERVICES, UTILITIES, MAINTENANCE: GENERAL (NCR VARIATION (AUG 2002))

- A. Services, utilities, and maintenance shall be provided by the Lessor as part of the rental consideration. The Lessor shall have a building superintendent or a locally designated representative available to promptly correct deficiencies. A licensed on-site engineer must be on duty during the Tenant's core hours. In addition, there must be a building engineer on duty from 7:00 a.m. to 6:00 p.m. Monday through Friday to handle building management issues. No unauthorized access shall be given to facilities that supply utilities to the Government leased space.
- B. At the Government's expense, the Lessor shall be responsible for preventive maintenance and repair of all special, Government specified, new or existing Government owned mechanical, electrical, and plumbing equipment (excluding computers, telephone systems, and other communication equipment) installed by the Lessor and as identified by the Government. The cost of the maintenance will be negotiated as an increase in base rent by adjusting the base operating expense and service and utility rate per square foot, either before or after award of the lease, once the scope of work has been identified. An adjustment to the option term base operating expenses and service and utility rate per square foot shall also be negotiated.

7.2 NORMAL HOURS

Services, utilities, and maintenance shall be provided daily, extending 7:00 a.m. to 6:00 p.m. Mondays through Fridays and 8:00 a.m. to 4:00 p.m. on Saturdays.

7.3 OVERTIME USAGE (SEP 2000)

- A. The Government shall have access to the leased space at all times without additional payment, including the use, during other than normal hours, of necessary services and utilities such as elevators, toilets, lights, and electric power.
- B. If heating or cooling is required on an overtime basis, such services will be ordered orally or in writing by the Contracting Officer or the GSA Buildings Manager. When ordered, services shall be provided at the hourly rate established in the contract. Costs for personal services shall only be included as authorized by the Government.
- C. When the cost of service is \$2,000 or less, the service may be ordered orally. An invoice shall be submitted to the official placing the order for certification and payment. Orders for services costing more than \$2,000 shall be placed using GSA Form 300, Order for Supplies or Services. The two clauses from GSA Form 3517, General Clauses, 552.232-75, *Prompt Payment*, and 552.232-70, *Invoice Requirements (Variation)*, apply to all orders for overtime services.
- D. All orders are subject to the terms and conditions of this lease. In the event of a conflict between an order and this lease, the lease shall control.

7.4 UTILITIES

The Lessor shall ensure that utilities necessary for operation are provided and that all associated costs are included as a part of the established rental rate.

7.5 BUILDING OPERATING PLAN

If the cost of utilities is not included as part of the rental consideration, the Offeror shall submit a building operating plan with the offer. Such plan shall include a schedule of startup and shutdown times for operation of each building system, such as lighting, HVAC, and plumbing which is necessary for the operation of the building. Such plan shall be in operation on the effective date of the lease. A reputable building management company must handle day to day operations of the building.

The Offeror shall have a building operator shall be ISO 14001, an Environmental Management System certified and submit a plan for building operations. The plan should address: purchase and use of green cleaning products; environmental protections and schedules for future repairs, cyclical maintenance and construction in occupied spaces. After building occupancy the Offeror shall conduct all repairs, construction and maintenance using environmentally preferred, low VOC, non-irritating chemicals. Painting shall occur after working hours, with adequate ventilation provided and time for air out of the tenant spaces.

7.6 JANITORIAL SERVICES (SEP 2000)

- A. The Lessor shall provide janitorial services for the leased space, public areas, entrances, and all other common areas and shall provide replacement of supplies. Cleaning shall be performed after tenant working hours unless daytime cleaning is standard to the building.
- B. SELECTION OF CLEANING PRODUCTS:
The Lessor shall make careful selection of janitorial cleaning products and equipment to:
1. use products that are packaged ecologically;
 2. use products and equipment considered environmentally beneficial and/or recycled products that are phosphate-free, non-corrosive, non-flammable, and fully biodegradable; and
 3. minimize the use of harsh chemicals and the release of irritating fumes.

4. The Offeror shall be required to use cleaning products considered environmentally preferable by the Government in the fulfillment of regular housekeeping duties and requirements. Acceptable products are those which meet the most current edition of the Green Seal GS-37 Standard for General Purpose, Bathroom and Glass Cleaners Used for Industrial and Institutional Purposes, the Green Seal GS-34 Standard for Cleaning/Degreasing Agents, or the City of Santa Monica, California, Custodial Products Bid Specifications. Vendors with products currently meeting at least one of these standards include: The Clean Environment, Rochester Midland, Church and Dwight, Orison or equivalent.

C. SELECTION OF PAPER PRODUCTS:

The Lessor shall select paper and paper products (i.e., bathroom tissue and paper towels) with recycled content conforming to EPA's CPG.

- D. The Lessor shall maintain the leased premises, including outside areas, in a clean condition and shall provide supplies and equipment. The following schedule describes the level of services intended. Performance will be based on the Contracting Officer's evaluation of results, not the frequency or method of performance.

1. *Daily.* Empty trash receptacles. Sweep entrances, lobbies, and corridors. Spot sweep floors, and spot vacuum carpets. Clean drinking fountains. Sweep and damp mop or scrub toilet rooms. Clean all toilet fixtures, and replenish toilet supplies. Dispose of all trash and garbage generated in or about the building. Wash inside and out or steam clean cans used for collection of food remnants from snack bars and vending machines. Dust horizontal surfaces that are readily available and visibly require dusting. Spray buff resilient floors in main corridors, entrances, and lobbies. Clean elevators and escalators. Remove carpet stains. Police sidewalks, parking areas, and driveways. Sweep loading dock areas and platforms. Clean glass entry doors to the Government-demised area.
2. *Three Times a Week.* Sweep or vacuum stairs.
3. *Weekly.* Damp mop and spray buff all resilient floors in toilets and health units. Sweep sidewalks, parking areas, and driveways (weather permitting). Vacuum all office space.
4. *Every Two Weeks.* Spray buff resilient floors in secondary corridors, entrance, and lobbies. Damp mop and spray buff hard and resilient floors in office space.
5. *Monthly.* Thoroughly dust furniture. Completely sweep and/or vacuum carpets. Sweep storage space. Spot clean all wall surfaces within 70 inches of the floor.
6. *Every Two Months.* Damp wipe toilet wastepaper receptacles, stall partitions, doors, window sills, and frames. Shampoo entrance and elevator carpets.
7. *Three Times a Year.* Dust wall surfaces within 70 inches of the floor, vertical surfaces and under surfaces. Clean metal and marble surfaces in lobbies. Wet mop or scrub garages.
8. *Twice a Year.* Wash all interior and exterior windows and other glass surfaces. Strip and apply four coats of finish to resilient floors in toilets. Strip and refinish main corridors and other heavy traffic areas.
9. *Annually.* Wash all venetian blinds, and dust 6 months from washing. Vacuum or dust all surfaces in the building of 70 inches from the floor, including light fixtures. Vacuum all draperies in place. Strip and refinish floors in offices and secondary lobbies and corridors. Shampoo carpets in corridors and lobbies. Clean balconies, ledges, courts, areaways, and flat roofs.
10. *Every Two Years.* Shampoo carpets in all offices and other non-public areas.
11. *Every Five Years.* Dry clean or wash (as appropriate) all draperies.
12. *As Required.* Properly maintain plants and lawns. Remove snow and ice from entrances, exterior walks, and parking lots of the building. Provide initial supply, installation, and replacement of light bulbs, tubes, ballasts, and starters. Replace worn floor coverings (this includes the moving and returning of furnishings). Control pests as appropriate, using Integrated Pest Management techniques.

7.7 **SCHEDULE OF PERIODIC SERVICES (NCR VARIATION (AUG 2002))**

Within 60 days after occupancy by the Government, the Lessor shall provide the Contracting Officer with a detailed written schedule of all periodic services and maintenance to be performed other than daily, weekly, or monthly. Such schedule shall be updated in writing to the Contracting Officer every two (2) years.

7.8 **LANDSCAPE MAINTENANCE**

Performance will be based on the Contracting Officer's evaluation of results and not the frequency or the method of performance. Landscape maintenance shall be performed during the growing season on a weekly cycle and shall consist of watering, mowing, and policing the area to keep it free of debris. Pruning and fertilization shall be done on an as needed basis. In addition, dead or dying plants shall be replaced.

7.9 FLAG DISPLAY

The Lessor shall be responsible for flag display on all workdays and federal holidays. The Government will provide instructions when flags shall be flown at half-staff.

7.10 SECURITY (NCR VARIATION (AUG 2002))

- A. During non-duty hours, the Lessor shall provide an electronic key card perimeter security system which covers all building entrances which shall be independently and centrally monitored electronically 24 hours a day by a GSA-approved, class A commercial monitoring station, and provide a level of security which deters unauthorized entry to the leased space.
- B. The Lessor shall, upon request of the Contracting Officer, deter loitering or disruptive acts in and around the space leased during duty hours.
- C. The Lessor must provide a detailed outline of the building standard security system.
- D. In cases of a building emergency, or where building security has been compromised/breached, the GSA Buildings Manager and the GSA Federal protective service must be notified immediately by the Lessor and/or the Lessor's agent.
- E. At the Government's expense, the Government retains the right to implement security requirements in accordance with the June 28, 1995, *Vulnerability Assessment of Federal Facilities* report of the U.S. Department of Justice and the Interagency Security Council Report
- F. If an expansion or new lease should cause the Government's total occupancy to reach 90%, the Government reserves the right to control the lobby and all parking entry points for security purposes or may opt to lease all parking associated with the building.
- G. The Lessor shall provide a Building Security Plan with its offer that addresses its compliance with the Lease Security Operating Standards set forth in this SFO, together with an explanation of how the building will deter unauthorized entry and protect building occupants and visitors from acts of a disruptive, unlawful or threatening nature during building operating and non-operating hours. At a minimum, each offered building must provide a level of security that meets the requirements identified herein.

Building security measures required to meet the Lease Security Operating Standards and any other measures proposed by the Lessor in the Building Security Plan in order to meet the Lease Security Operating Standards, or as identified by the Government prior to the receipt of revised proposals as a condition of occupancy, are to be provided at the Lessor's cost, unless otherwise stated.

The Government reserves the right, prior to the submission of final revised proposals (if award is not made based on initial proposals), to require additional security measures to meet specific tenant occupancy requirements, as may be determined by the Government's review of the Building Security Plan and a physical Building Security Assessment. Full compliance with the original Lease Security Operating Standards, plus any additional requirements as deemed necessary, is required for an offer to be considered for award.

At any time during the lease term, the Government reserves the right, in its sole discretion, to furnish any or all security measures that it may deem necessary.

Additional tenant-specific security requirements may be found in the Special Requirements section of this Solicitation For Offers.

For offerors proposing new construction, the following requirements as defined in the Lease Security Operating Standards below are required. In addition, the ISC Security Design Criteria dated May 30, 2001 shall also apply. A copy of the ISC Security Design Criteria can be obtained upon request from the Contracting Officer.

The Lease Security Operating Standards shall be furnished by the Government and will be provided as Attachment Number 3.

7.11 SECURITY: ADDITIONAL REQUIREMENTS

- A. The Government reserves the right to require the Lessor to submit completed fingerprint cards and personal history questionnaire for each employee of the Lessor as well as employees of the Lessor's contractors or subcontractors who will provide building operating services of a continuing nature for the property in which the leased space is located. The Government may also require this information for employees of the Lessor, the Lessor's contractors, or subcontractors who will be engaged to perform alterations or emergency repairs for the property.
- B. If required, the Contracting Officer shall furnish the Lessor with two (2) forms FD-258, fingerprint cards, and an SF-85-P, Questionnaire for Public Trust Positions, to be completed for each employee and returned by the Lessor to the Contracting Officer (or the Contracting Officer's designated representative) within 10 working days from the date of the written request to do so. Based on the information furnished, the Government will conduct security checks of the employees. The Contracting Officer will advise the Lessor in writing if an employee is found to be unsuitable or unfit for the employee's assigned duties. Effective immediately, such an employee cannot work or be assigned to work on the property in which the leased space is located. The Lessor shall be required to provide the same data within 10 working days from the addition of new employee(s) to the work force. In the event the Lessor's contractor/subcontractor is subsequently replaced, the new contractor/subcontractor is not required to submit another set of these forms for employees who were cleared through this process while employed by the former contractor/subcontractor. The Contracting Officer may require the Lessor to submit two (2) of the Forms FD-258 and Forms 85-P for every employee covered by this paragraph on a three (3) year basis.

7.12 MAINTENANCE AND TESTING OF SYSTEMS (SEP 2000)

- A. The Lessor is responsible for the total maintenance and repair of the leased premises. Such maintenance and repairs include site and private access roads. All equipment and systems shall be maintained to provide reliable, energy-efficient service without unusual interruption, disturbing noises, exposure to fire or safety hazards, uncomfortable drafts, excessive air velocities, or unusual emissions of dirt. The Lessor's maintenance responsibility includes initial supply and replacement of all supplies, materials, and equipment necessary for such maintenance. Maintenance, testing, and inspection of appropriate equipment and systems shall be done in accordance with applicable codes, and inspection certificates shall be displayed as appropriate. Copies of all records in this regard shall be forwarded to the GSA Field Office Manager or a designated representative.
- B. Without any additional charge, the Government reserves the right to require documentation of proper operations or testing prior to occupancy of such systems as fire alarm, sprinkler, emergency generator, etc. to ensure proper operation. These tests shall be witnessed by a designated representative of the Contracting Officer.

8.0 SAFETY AND ENVIRONMENTAL MANAGEMENT

8.1 OCCUPANCY PERMIT (SEP 2000)

The Lessor shall provide a valid occupancy permit for the intended use of the Government and shall maintain and operate the building in conformance with current local codes and ordinances. If the local jurisdiction does not issue occupancy permits, the Offeror shall consult the Contracting Officer to determine if other documentation may be needed.

8.2 FIRE AND LIFE SAFETY (SEP 2000)

- A. Below-grade space to be occupied by Government and all areas in a building referred to as "hazardous areas" in NFPA Standard 101, *Life Safety Code*, or any successor standard thereto, shall be protected by an automatic sprinkler system or an equivalent level of safety.
- B. If offered space is 3 stories or more above grade, the Offeror shall provide written documentation that the building meets egress and fire alarm requirements as established by NFPA Standard 101 or equivalent. However, if 1) offered space is 5 stories or less above grade, 2) the total Government-demised area in the building (all leases combined) will be less than 35,000 square feet, and 3) the building is sprinklered, this documentation is not required.
- C. If offered space is 6 stories or more above grade, additional fire and life safety requirements may apply. Therefore, the Offeror shall advise GSA in its offer whether or not the offered space, or any part thereof, is on or above the sixth floor of the offered building.
- D. All exits, stairs, corridors, aisles, and passageways that may be used by the Government shall comply with NFPA Standard 101, or local code, whichever is more stringent.

8.3 SPRINKLER SYSTEM (SEP 2000)

- A. If any portion of the offered space is on or above the sixth floor, and lease of the offered space will result, either individually or in combination with other Government leases in the offered building, in the Government leasing more than 35,000 ANSI/BOMA Office Area square feet of space in the offered building, then the entire building shall be protected by an automatic sprinkler system or an equivalent level of safety.
- B. If an Offeror proposes to satisfy any requirement of this paragraph by providing an equivalent level of safety, the Offeror shall submit, for Government review and approval, a fire protection engineering analysis, performed by a qualified fire protection engineer, demonstrating that an equivalent level of safety for the offered building exists. The Offeror shall contact the Contracting Officer for further information regarding Government review and approval of the "equivalent level of safety" analyses. Refer to 41 CFR Part 101-6.6 for guidance on conducting an equivalent level of safety analysis.
- C. Definition: "Equivalent level of safety" means an alternative design or system (which may include automatic sprinkler systems), based upon fire protection engineering analysis, which achieves a level of safety equal to or greater than that provided by automatic sprinkler systems.

8.4 MANUAL FIRE ALARM SYSTEMS (SEP 2000)

Manual fire alarm systems shall be provided in accordance with NFPA Standard 101 (current as of the date of this SFO). Systems shall be maintained and tested by the Lessor in accordance with NFPA Standard 72, *National Fire Alarm Code*. The fire alarm system wiring and equipment shall be electrically supervised and shall automatically notify the local fire department (NFPA Standard 72) or approved central station. Emergency power shall be provided in accordance with NFPA Standard 70, *National Electrical Code*, and NFPA Standard 72.

8.5 OSHA REQUIREMENTS (SEP 2000)

The Lessor shall maintain buildings and space in a safe and healthful condition according to OSHA standards.

8.6 ASBESTOS (SEP 2000)

The leased space shall be free of all asbestos-containing materials, except undamaged asbestos flooring in the space or undamaged boiler or pipe insulation outside the space, in which case an asbestos management program conforming to EPA guidance shall be implemented by the Lessor.

8.7 INDOOR AIR QUALITY (SEP 2000)

- A. The Lessor shall control contaminants at the source and/or operate the space in such a manner that the GSA indicator levels for carbon monoxide (CO), carbon dioxide (CO₂), and formaldehyde (HCHO) are not exceeded. The indicator levels for office areas shall be: CO - 9 ppm time-weighted average (TWA - 8-hour sample); CO₂ - 1,000 ppm (TWA); HCHO - 0.1 ppm (TWA). Lessor shall provide demand control ventilation integrated with the facility automation system, complete with CO₂ sensors in return air paths in areas of high occupancy (such as large conference rooms) and in the most remote ventilation zones, to regulate outside air ventilation such that, in office facilities, occupied space CO₂ is maintained to no more than 530 ppm above outside air conditions. The Offeror shall provide CO and pressure differential monitoring tied to alarm the BAS for all spaces adjacent (above, below or to the side of) to automobile, truck or other source of combustion byproducts idling or parking spaces.

- B. The Lessor shall make a reasonable attempt to apply insecticides, paints, glues, adhesives, and HVAC system cleaning compounds with highly volatile or irritating organic compounds, outside of working hours. The Lessor shall provide at least 72 hours advance notice to the Government before applying noxious chemicals in occupied spaces and shall adequately ventilate those spaces during and after application.
- C. The Lessor shall promptly investigate indoor air quality (IAQ) complaints and shall implement the necessary controls to address the complaint. All investigations that detect levels of contaminants above OSHA parameters will be reported to the Contracting Officer immediately.
- D. The Government reserves the right to conduct independent IAQ assessments and detailed studies in space that it occupies, as well as in space serving the Government-demised area (e.g., common use areas, mechanical rooms, HVAC systems, etc.). The Lessor shall assist the Government in its assessments and detailed studies by 1) making available information on building operations and Lessor activities; 2) providing access to space for assessment and testing, if required; and 3) implementing corrective measures required by the Contracting Officer.
- E. The Lessor shall provide to the Government material safety data sheets (MSDS) upon request for the following products prior to their use during the term of the lease: adhesives, caulking, sealants, insulating materials, fireproofing or firestopping materials, paints, carpets, floor and wall patching or leveling materials, lubricants, clear finish for wood surfaces, janitorial cleaning products, pesticides, rodenticides, and herbicides. The Government reserves the right to review such products used by the Lessor within 1) the Government-demised area; 2) common building areas; 3) ventilation systems and zones serving the leased space; and 4) the area above suspended ceilings and engineering space in the same ventilation zone as the leased space.

8.8 RADON IN AIR (SEP 2000)

- A. The radon concentration in the air of space leased to the Government shall be less than EPA's action concentration for homes of 4 pCi/L, herein called "EPA's action concentration."
- B. INITIAL TESTING:
 - 1. The Lessor shall 1) test for radon that portion of space planned for occupancy by the Government in ground contact or closest to the ground up to and including the second floor above grade (space on the third or higher floor above grade need not be measured); 2) report the results to the Contracting Officer upon award; and 3) promptly carry out a corrective action program for any radon concentration which equals or exceeds the EPA action level.
 - 2. *Testing sequence.* The Lessor shall measure radon by the standard test in subparagraph D.1, completing the test not later than 150 days after award, unless the Contracting Officer decides that there is not enough time to complete the test before Government occupancy, in which case the Lessor shall perform the short test in subparagraph D.2.
 - 3. If the space offered for lease to the Government is in a building under construction or proposed for construction, the Lessor shall, if possible, perform the standard test during buildout before Government occupancy of the space. If the Contracting Officer decides that it is not possible to complete the standard test before occupancy, the Lessor shall complete the short test before occupancy and the standard test not later than 150 days after occupancy.
- C. CORRECTIVE ACTION PROGRAM:
 - 1. *Program Initiation and Procedures.*
 - a. If either the Government or the Lessor detect radon at or above the EPA action level at any time before Government occupancy, the Lessor shall carry out a corrective action program which reduces the concentration to below the EPA action level before Government occupancy.
 - b. If either the Government or the Lessor detect a radon concentration at or above the EPA action level at any time after Government occupancy, the Lessor shall promptly carry out a corrective action program which reduces the concentration to below the EPA action level.
 - c. If either the Government or the Lessor detect a radon concentration at or above the EPA residential occupancy concentration of 200 pCi/L at any time after Government occupancy, the Lessor shall promptly restrict the use of the affected area and shall provide comparable temporary space for the tenants, as agreed to by the Government, until the Lessor carries out a prompt corrective action program which reduces the concentration to below the EPA action level and certifies the space for reoccupancy.
 - d. The Lessor shall provide the Government with prior written notice of any proposed corrective action or tenant relocation. The Lessor shall promptly revise the corrective action program upon any change in building condition or operation which would affect the program or increase the radon concentration to or above the EPA action level.
 - 2. The Lessor shall perform the standard test in subparagraph D.1 to assess the effectiveness of a corrective action program. The Lessor may also perform the short test in subparagraph D.2 to determine whether the space may be occupied but shall begin the standard test concurrently with the short test.
 - 3. All measures to accommodate delay of occupancy, corrective action, tenant relocation, tenant reoccupancy, or follow-up measurement, shall be provided by the Lessor at no additional cost to the Government.
 - 4. If the Lessor fails to exercise due diligence, or is otherwise unable to reduce the radon concentration promptly to below the EPA action level, the Government may implement a corrective action program and deduct its costs from the rent.

D. TESTING PROCEDURES:

1. **Standard Test.** Place alpha track detectors or electret ion chambers throughout the required area for 91 or more days so that each covers no more than 2,000 ANSI/BOMA Office Area square feet. Use only devices listed in the EPA Radon Measurement Proficiency Program (RMP) application device checklists. Use a laboratory rated proficient in the EPA RMP to analyze the devices. Submit the results and supporting data (sample location, device type, duration, radon measurements, laboratory proficiency certification number, and the signature of a responsible laboratory official) within 30 days after the measurement.
2. **Short Test.** Place alpha track detectors for at least 14 days, or electret ion chambers or charcoal canisters for 2 days to 3 days, throughout the required area so that each covers no more than 2,000 ANSI/BOMA Office Area square feet, starting not later than 7 days after award. Use only devices listed in the EPA RMP application device checklists. Use a laboratory rated proficient in the EPA RMP to analyze the devices. Submit the results and supporting data within 30 days after the measurement. In addition, complete the standard test not later than 150 days after Government occupancy.

8.9 RADON IN WATER (SEP 2000)

- A. The Lessor shall demonstrate that water provided in the leased space is in compliance with EPA requirements and shall submit certification to the Contracting Officer prior to the Government occupying the space.
- B. If the EPA action level is reached or exceeded, the Lessor shall institute appropriate abatement methods which reduce the radon levels to below this action level.

8.10 HAZARDOUS MATERIALS (OCT 1996)

The leased space shall be free of hazardous materials according to applicable federal, state, and local environmental regulations.

8.11 RECYCLING (SEP 2000)

Where state and/or local law, code, or ordinance require recycling programs for the space to be provided pursuant to this SFO, the successful Offeror shall comply with such state and/or local law, code, or ordinance in accordance with GSA Form 3517, General Clauses, 552.270-8, *Compliance with Applicable Law*. In all other cases, the successful Offeror shall establish a recycling program in the leased space where local markets for recovered materials exist. The Lessor agrees, upon request, to provide the Government with additional information concerning recycling programs maintained in the building and in the leased space.

8.12 OCCUPANT EMERGENCY PLANS (OEP)

Lessor and Government shall develop and coordinate Occupant Emergency Plans (OEP) for contingency plans based on threat levels. Cooperation will be required to develop an effective plan based on the Tenant in the space.

8.13 LEAD IN DRINKING WATER

Testing for lead in drinking waters shall be done in accordance with the provisions of the Safe Water Act Amendments of 1986. The drinking water from drinking fountains within the facility shall be tested in accordance with EPA guidelines to assure that the levels of lead and copper do not exceed the permissible levels established by EPA. The protocol for sampling and testing are provided in EPA publication: Lead in Drinking Water, EPA 570/9-89-001, January 1989, and guidelines provide in EPA CD-Rom entitled: SHEMD Disk#1, Release 6, September 1997 should be followed in conducting testing. The Offeror prior to occupancy should conduct the testing and thereafter annually utilizing qualified personnel for sampling and a SDWA certified laboratory to perform the testing and evaluation.

8.14 LEAD IN PAINT

Paint containing more than 0.06% lead shall not be used on this project.

8.15 RECYCLING

The Offeror shall provide the tenant "internal recycling" services as part of their offer in accordance with the requirements stated herein. "Internal" recycling is the collection of recyclable waste materials as part of the normal ongoing building operations of collecting wet trash and is to include the additional materials:

1. High-grade paper (Bond paper, computer paper, color paper, bulk mail, etc.)
2. Low-grade paper (newsprint, ground wood paper, etc.)
3. Corrugated cardboard
4. Glass (all kinds)
5. Aluminum and metal
6. Plastic (Numbers 1 & 2 only)

The Offeror shall include as part of janitorial services, the removal of recyclable materials from Government tenant space at least twice per week during non-working hours, and should be able to accommodate special collection requests as needed. This will include the removal of paper products, cardboard and glass, plastic and aluminum beverage containers from locations throughout the government leased space. The Offeror shall provide adequate space in the loading dock area for collection of recyclables until such time that the recycling collection company picks it up. The recycling collection company and the collection room within the building shall meet all applicable state and local codes, registrations and permits for proper collection and dispensation of recycled materials. The Offeror shall track the amount of materials recycled (by weight) and report those numbers to GSA on a quarterly basis (See attachment 2). If EPA is the sole participant of the recycling program, proceeds from the sale of recyclable materials generated shall

be reimbursed to GSA. If multiple tenants participate in the recycling program, the proceeds from the sale of recyclable materials shall be divided/allocated among the participating tenants based on a leased space and EPA shall receive its equitable share. GSA will have the on-going right to audit the Offeror's recycling process or purchases. The Offeror shall submit records of bidding for all recyclable content products to EPA Building Manager for their review with information listing each bid's percentage of Pre and Post consumer recycled content; reason for selection if non-compliant with RCRA 6002 and RMAN."

INITIALS: DS/C & [Signature]
LESSOR GOVT

9.0 SPECIAL REQUIREMENTS

9.1 SPECIAL REQUIREMENTS: GREEN REPORT

Green Report: The Offeror, his design team, and contractor and sub-contractors shall provide all necessary documentation to GSA and EPA in the development of a "Green Report" for the leased facility, documenting the sustainable features and benefits of the building, during its planning, design, construction and future operation.

The "Green Report" will include discussion of:

1. The design approach used by the architects and engineers regarding all sustainable features of the building shell, mechanical and electrical systems, and site design (e.g., low impact development, natural landscaping, water conservation, solar applications and environmentally preferable products.)
2. Energy efficiencies obtained because of the design approach, including energy use calculations and projections,
3. Extent of all recycled materials in the design, including materials noted in the Comprehensive Procurement Guidelines, used in the project providing the quantity of recycled content, manufacturers, and price differentials, if any,
4. Indoor air quality features, documenting standards met as set forth in Appendix B.1.2.3 of the EPA Facilities Manual,
5. Construction approaches and activities that reflect resource conservation, including construction recycling documenting approach, quantities recycled and impacts to cost and landfill, if any, and
6. Innovative energy systems or building operation and management that conserve resources and prevent pollution.

The Offeror is not required to write the "Green Report," but is required to provide GSA and EPA access and information from its design, construction and facility management team and provide fact sheets on the sustainable features of the project at the end of each phase of the work (Concept Planning, Design Development, Construction, and Initial Occupancy.)

9.2 SPECIAL REQUIREMENTS: CONSTRUCTION PHOTOGRAPHS

Provide monthly construction photographs to GSA. At a minimum the photographs shall include at least two pictures that provide an overall view of the site, with the progress of the site and building construction. Provide 4-8x10, high quality color prints and electronic files of each view. GSA and EPA will retain the rights to use the photographs in their displays, publications, etc.

9.3 SPECIAL REQUIREMENTS: BUILDING MATERIAL EMISSION LEVEL REQUIREMENTS

The Offeror shall not exceed the following Volatile Organic Compound content standards. If other standards stated in the SFO conflict, the stricter shall apply.

Substance	Max. g/L	Substance	Max. g/L
Acoustic Panel Ceiling Finish	50	High Performance Water-Based Acrylic Coatings	250
Carpet Adhesive	50	Liquid Membrane Forming, Curing & Sealing Compound	350
Carpet Seam Sealer	50	Pigmented Sealers	250
Casework and Mill work Adhesives	20	Plastic Laminate Adhesive	20
Casework Sealant	50	Polychromatic Interior Finish Coatings	150
Cast Resin Countertop Silicone Sealant	20	Portland Cement Plaster	20
Catalyzed Epoxy Coatings	250	Resilient Tile Flooring Adhesive	100
Flooring Adhesives for Non-Chlorine Based Flooring	100	Solvent Based Exterior Paint	250
Form Release Agents	250	Terrazzo Sealer	250
Garage Deck Sealer	300	Transparent Wood Finish Systems	250
Gypsum Drywall Joint Compound	20	Water Based Joint Sealants	50
High Performance Silicone	250	Water Based Interior Paint	0

9.4 SPECIAL REQUIREMENTS: SUBMISSION REQUIREMENTS

The Offer will be required to submit the following with his Initial bid/proposal:

1. Completed US Green Building Council LEED Scorecard with short narrative for meeting each point.
2. Identify a USGBC LEED Accredited Professional and submit resume.
3. Commissioning Plan Outline
4. Construction Period Recycling Program
5. Construction Period IAQ Plan including Phased Occupancy Plan
6. Operations and Maintenance Plan. At a minimum, include within the specifications for green cleaning products the following items: floor wax, window, floor, toilet, tile and carpet cleaners.
7. Mechanical System Operating Plan. At a minimum the plan shall include: Intake and exhaust stack locations; primary and secondary/auxiliary equipment with their distribution; terminal units; integrated filtration (at outside air intake, remix boxes with alarms for static pressure drops) and airflow monitoring and control/commissioning plan; and operational maintenance plan/guide.
8. Operations Recycling Plan
9. Energy Star Status or a Maximum Energy Use Commitment Statement
10. Energy Budget/EnergyPlus Model for new building with assumptions
11. Water conservation plan.

The Offeror will be required to submit during design development:

1. Fund and submit registration forms to the U.S. Green Building Council for LEED certification at the silver level or above. LEED Accredited Professional shall start LEED documentation process.
2. At 100% Construction Drawing Submission, provide Final Commissioning Plan, Construction IAQ Plan, and Construction Waste Management Plan.
3. Ventilation system design calculations that shall preferably achieve air change effectiveness of E=0.9 or better.

The Offeror will be required to submit during construction:

1. All contractor interior finish submittals with their MSDS for VOC contents, including carpet, paints, adhesives, caulks, etc.
2. Submit monthly renovation recycling and disposal report.
3. Documentation (invoices and certificates) from lumber or doors manufacturer sources that products are certified.
4. All Commissioning Agents Reports and backup documentation as developed throughout the commissioning periods.
5. Documentation as requested by EPA for development of a Green Report including access and information on its design, construction and operations.
6. Two sets of monthly construction photographs.

The Offeror will be required to submit at construction completion:

1. Final documentation for LEED Certification as required by the SFO.
2. Final renovation recycling and disposal report.
3. Final Building Operations Plan
4. Prior to occupancy conduct the testing for lead in drinking water provide certification from SDWA certified laboratory.

The Offeror will be required to submit after occupancy:

1. Fund and submit documentation to EPA Energy Star Program for certification within 14 months of reaching 95% occupancy.
2. Read only access into a computer-based graphical user interface with a report estimating peak KWHR demand and estimated BTU use for previous day.
3. Quarterly energy utilization reports of building or EPA portion of building. Reports shall include quarterly energy bills, estimates of EPA energy and BTU use, and its share of common area energy use if in a multi-tenant building.
4. Track recycling by weight and provide quarterly reports to the Government.
5. Proceeds from sale of recycling for EPA share of facility.
6. Records of bidding for all recyclable content products listing each bid percentage of pre and post consumer recycled content, and reason for selection if non-compliant with RCRA 6002 and RMAN.

9.5 SPECIAL REQUIREMENTS: EPA LEED™ PREFERENCES

The table(s) on the following page(s) summarizes the credits for existing buildings (LEED EB) and new construction (LEED NC - amended) for which the EPA has a preference as well as those for which the EPA has an interest (but may be less practical or cost effective to implement).